

**Agreement between Gaetz Aerospace Institute,
Embry-Riddle Aeronautical University and
Flagler County School District
Academic Year 2022-2025**

THIS AGREEMENT made and entered into and effective on the date of final execution (herein the “Effective Date”) and between The School DISTRICT of Flagler County, a school DISTRICT within the State of Florida (hereinafter referred to as the **DISTRICT**), and Embry-Riddle Aeronautical University, 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 and Additional Terms and Conditions attached hereto and identified as Attachments A and B, 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 for the addition or continuation of Embry Riddle – Gaetz Aerospace Institute (hereinafter referred to as **GAI**).

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, Additional Terms and Conditions and Programmatic Information for School Based Administrators as described in Attachments A, B and C respectively as incorporated herein by reference. Appendix A outlines the schools participating in the program along with the courses being offered.
- 1.2 The Parties’ designated representatives shall have the right, by written instruction, to request changes in or additions to the Statement of Work and Budget through a written instrument authorized and executed with the same formality as this Agreement.
- 1.3 The following schools have been identified as locations providing concurrent/dual enrollment, course work to support career pathways and aerospace STEM outreach.

SCHOOL:	FLAGLER PALM COAST HS
PRINCIPAL CONTACT:	ROBERT BOSSARDET
GUIDANCE COUNSELOR (NAME AND EMAIL) IN CHARGE OF SCHEDULING STUDENTS:	PHIL DEAUGUSTINO DEAUGUSTINIOP@FLAGLERSCHOOLS.COM
CTE CONTACT:	MANDY KRAVEROTIS
POINT OF CONTACT FOR CONTRACT:	MANDY KRAVEROTIS

SCHOOL:	MATANZAS HS
PRINCIPAL CONTACT:	KRISTIN BOZEMAN
GUIDANCE COUNSELOR (NAME AND EMAIL) IN CHARGE OF SCHEDULING STUDENTS:	HEIDI FITZGERALD FIRTZGERALDH@FLAGLERASCHOOLS.COM
CTE CONTACT:	JEREMY OSSLER
POINT OF CONTACT FOR CONTRACT:	JEREMY OSSLER

ARTICLE 2.0 TOTAL AMOUNT ALLOTTED

The Parties will negotiate the total amount allotted to ERAU for work under this Agreement and affix the amount to this Agreement as a Budget, attached hereto as Attachment 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 performance of the services in accordance with the terms set forth in Attachments A and B.

Invoices shall be submitted to:

Name & Title: Jeffrey Reaves
DISTRICT: Flagler County School District
Add 1: 1769 East Moody Blvd., Bldg. 2
Add 2: Bunnell, FL 32110
Phone: (386) 437-7526
Email: Reavesj@flaglerschools.com

Payment shall be remitted to:

Daytona Grants & Contracts Requests
Embry-Riddle Aeronautical
University
1 Aerospace Blvd
Daytona Beach, FL 32114-3900
386-226-6212
dbgcars@erau.edu

ARTICLE 4.0 PAYMENT

- 4.1 The DISTRICT will make payment for the academic year in accordance with Attachment A and any addenda to this Agreement entered into by both Parties.
- 4.2 Payments for verified invoices for the academic school year (ASY) will be due as follows:

Date of Final Execution	50% of total amount due for ASY
First business day in March	50% of total amount due for ASY
Upon Receipt of Certification of CAPE	5% CAPE Certification due for ASY
Dollars Applicable	

ARTICLE 5.0 TERM AND TERMINATION

- 5.1 This Agreement shall commence on the date of final execution and shall remain

in effect until June 30, 2025, unless terminated earlier as provided in this Agreement or extended by the Parties in writing.

5.2 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.

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

5.3.1 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.

5.3.2 Loss of funding.

ARTICLE 6.0 CONFIDENTIAL INFORMATION

6.1 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.

6.2 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.

6.3 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:

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

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

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

6.3.4 Such information is required to be disclosed by law.

- 6.4 The parties recognize that 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 information, 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.

Rights in Data. FCSD is and will remain the owner of all data provided to Company by the FCSD pursuant to the Agreement. Company will not use such data for any purpose other than providing services and support of customer under this Agreement, nor will any part of such data be sold, assigned, leased or otherwise disclosed to third parties (other than authorized subcontractors for purposes of performance of the Services) or commercially exploited by or on behalf of Company. Company will not possess or assert any lien or other right against such data.

ARTICLE 7.0 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 in this Agreement shall waive the sovereign immunity of the DISTRICT except to the extent waived in Section 768.28, Florida Statutes.

ARTICLE 8.0 NOTICES

- 8.1 No notice or communication pertaining to this Agreement, except as provided in Paragraph 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:	Flagler County
Name & Title	Jeffrey Reaves Director of Teaching and Learning
Add. 1:	1769 E. Moody Blvd., Bldg. 2
Add. 2:	Bunnell, FL 32110
Email:	reavesj@flaglerschools.com
Phone:	(386) 437-7526

- 8.2 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 9.0 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 10.0 COMPLIANCE WITH LAWS

- 10.1 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.
- 10.2 At all times relevant hereto, ERAU shall maintain all appropriate occupational and professional licenses as necessary to fulfill its obligations under this Agreement.

ARTICLE 11.0 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 Honor Code available at <https://daytonabeach.erau.edu/campus-life/dean-of-students/honor> will govern behaviors in the GAI.

ARTICLE 12.0 DISPUTE RESOLUTION

- 12.1 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, without regard to otherwise applicable choice of law provisions.
- 12.2 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 13.0 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 tort, contract, 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 14.0 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, 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 15.0 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 16.0 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 17.0 COMPLETE AGREEMENT

17.1 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.

- 17.2 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 18.0 INSURANCE

District certifies that it is self-insured pursuant to the provisions of §768.28, Florida Statutes, for tort liability in anticipation of any claim which it might be liable to pay pursuant to that section. Worker's compensation coverage is also self-insured at levels conforming to statutory requirements. Such liability and workers' compensation self-insurance supersedes any insurance obligation imposed on the District in the Agreement. District shall insure that ERAU receives immediate notification of reduction in or cancellation of coverage.

ERAU agrees to maintain insurance coverage.

ARTICLE 19.0 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 s. 1011.80, F.S. 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 for this annual agreement. 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.

Districts are required to register courses associated with CAPE certifications with the department of education for CAPE funding.

All costs associated with CAPE Certifications (course materials, testing fees and equipment) are covered within this agreement by ERAU and subject to available funds.

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

For Embry-Riddle Aeronautical University


Nanette Guzman (Feb 3, 2023 12:56 EST)

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

Feb 3, 2023

DATE

For The School Board of Flagler County, Florida



Cheryl Massaro, School Board Chair

12/20/22

DATE



Cathy Mittelstadt, Superintendent

12/20/22

DATE

Statement of Work and Budget to follow

Attachment A
Statement of Work and Budget

Total Sections

2022 Fall Semester/Spring 2023

1) Secondary Course Sections	0 Sections
2) Dual Enrollment Course Sections	8 Sections
TOTAL SECTIONS	8 Sections

Course Monitor Fees	\$ 800
Faculty Costs	\$10,500
Fringe Benefits	\$ 938
Dual Enrollment Section Cost	\$ 4,000
Secondary Course Section Cost	\$ 0
SUBTOTAL	\$16,238
INDIRECT COSTS	\$ 3,735
TOTAL PRICE	\$19,973

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 conference registration; and other aviation opportunities for students and teachers as they may arise.

Payment

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

Date of Final Execution	<u>\$9,986.50</u>	(50% of total due)
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March 01	<u>\$9,986.50</u>	(50% of total due)
Upon Receipt of Certification of CAPE Dollars Applicable		5% CAPE Certification due for ASY
Total Due	\$19,973.00	

Attachment B

Additional Terms and Conditions

Purpose

Concurrent/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 (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 (ERAU) to be approved and signed by GAI-ERAU. Digitally signed, electronic copies are sent to the school district personnel unless hard copies are requested.

The Agreement is expected to be completed prior to the start of the school 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 year. This Agreement covers **concurrent/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 upcoming academic year will take precedence.

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

It is the responsibility of the high schools in the district to inform students of the availability of the dual enrollment program requirements and currently offered courses through educational planning and guidance process. Each high school will

advertise dual enrollment through a variety of methods. High school personnel will direct students to meet with their high school guidance counselors if they are interested in learning more about participation in dual enrollment. High school guidance counselors will review with the student criteria for participation in the dual enrollment program. Information will also be available to students and parents on ERAU's Gaetz Aerospace Institute website. It is the responsibility of the high schools to notify parents about the option for their child to participate in dual enrollment courses through a variety of means.

1. References to students in this document mean any student enrolled in a GAI - ERAU course.
2. Registration in this document refers to the period of time between applying and enrolling in their dual enrollment courses each semester.
3. References to applying or applications means the process by which the student completes the online application, enters the information required, and submits the parent consent form. This process is completed upon entry to the program and is only required to be completed once.
4. GAI will provide information to the secondary schools regarding requirements for participation in, and the educational benefits to be derived from concurrent/dual enrollment.
5. 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.
6. GAI will post application deadlines and registration dates on its concurrent/dual enrollment website <https://erau.edu/gaetz-aerospace-institute/students-instructors/important-dates>.
7. GAI's Regional Managers, Faculty and staff will work with district and school officials on targeted concurrent/dual enrollment recruiting activities.

C. A delineation of courses and programs available to students eligible to participate in concurrent/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 School District and will avoid unnecessary duplication of existing courses.
2. Section 1007.271(1), Florida Statutes, establishes that "the dual enrollment program is the enrollment of an eligible secondary student ... in a postsecondary

course creditable toward high school completion and a career certificate or an associate or baccalaureate degree”. A student who is enrolled in postsecondary instruction that is not creditable toward a high school diploma may not be classified as a dual enrollment student. Physical education skills courses and college preparatory instruction are not eligible for dual enrollment.

3. GAI will furnish each school with a copy of the current courses 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.
 - Dual enrollment: <https://erau.edu/gaetz-aerospace-institute/programs/concurrent-dual-enrollment>
 - High school credit courses: <https://erau.edu/gaetz-aerospace-institute/programs/smarter-high-school>
4. Courses eligible for dual enrollment must be a minimum of three college credits; courses with two or more college credits with a 1.0 or more credit lab are acceptable. If there are co-requisite courses required by ERAU, the courses must be taken simultaneously.
5. GAI courses, both dual enrollment and SMART@ER courses, **have a cap of no more than 30 students per section (class period)**. Dual enrollment courses may not be combined with other courses. All students in the dual enrollment classroom must be enrolled with ERAU.

D. A description of the process by which students and their parents exercise options to participate in the concurrent/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.

APPLICATION PROCESS

Step 1 – Complete Online Application – New Students Only – First 10 Days of Semester All new students (students who have not taken an ERAU class previously) must complete the online application. Special care should be taken to enter information correctly as this will create the official ERAU student account. Applications are typically processed within a few business days. The online application link can be found on the GAI website at <https://erau.edu/gaetz-aerospace-institute> under Students & Instructors.

Once the application is processed at ERAU, the student will receive an email with their Embry-Riddle Student ID number and email address. The student must log on to ERNIE to claim their account and set up their password. To access ERNIE, go to

www.erau.edu and click on ERNIE at the top of the page.

Step 2 – Complete Consent Form – New Students Only – First 10 Days of Semester
All new students (students who have not taken an ERAU class previously) must submit a Consent Form, complete with their ERAU student ID#, and both parent/guardian and guidance counselor signatures. The Consent Form must be submitted to ERAU for the student to be eligible to enroll in courses.

Step 3 – Enrolling in Courses – ALL STUDENTS

Instructors will supply their students with the correct Course Code and Section Number for the class during the Registration period and instructions for enrolling. Students will self-enroll in their courses online each semester by accessing their ERNIE accounts.

The school 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 may not be eligible to enroll.

1. **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. The registration process is also housed on the GAI website: <https://erau.edu/gaetz-aerospace-institute/students-instructors>.

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.

2. **Withdrawal process** – dual enrollment students must notify their teacher and guidance counselor to withdraw from a course(s) within the withdrawal period. The student must see their guidance counselor to request a withdrawal. The guidance counselor will email ERAU at bosmat@erau.edu of the effective date of the student's schedule change. Requests 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 ERAU-GAI 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. <https://erau.edu/gaetz-aerospace-institute/students-instructors/academic-integrity-student-handbook>

Each course taken through concurrent/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.

3. **Grade Distribution** - All students enrolled in concurrent/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. Final grades between the university course and high school course must match.

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

1. An overall GPA of 2.5 on an unweighted 4.0 scale is required for students to enroll in dual enrollment. Students must be in grades 10-12 to enroll in dual enrollment courses. Continued eligibility for college credit dual enrollment (concurrent/dual enrollment) requires the maintenance of a 2.0 unweighted secondary school GPA and the minimum GPA required by the college. S. 1007.271(3), F.S., allows exceptions to the required GPA on an individual student basis if both parties agree. Broad exceptions are not allowed. Any exception to these requirements must be approved in advance by ERAU and the secondary school Administration.
2. The secondary schools shall identify those students qualified and interested in participation of concurrent/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 concurrent/dual enrollment.
3. Parent/Guardian signature is required on the consent form.
4. Concurrent/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. The district and participating school are held to the GAI academic calendar and deadlines. Any schedule changes must be made by the published deadlines. Efforts are made to align the GAI academic calendar as closely as possible with the high school's but discrepancies may occur with course dates, testing and grading deadlines. It is the student and school's responsibility to notify the GAI office if they change schools or withdraw from a 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. Dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-dual enrollment postsecondary instruction, including dual enrollment courses offered on the high school campus. Students should understand that dual enrollment courses are college courses and the amount of work necessary to succeed may be much greater than in high school courses. In addition, dual enrollment courses become a part of a student's permanent college transcript and are calculated into the student's permanent postsecondary GPA. It is the responsibility of the high schools in the district to inform the students and parents about the college-level expectations.
9. Students must be labeled as at least a sophomore in secondary school for consideration for concurrent/dual enrollment courses. Students are no longer eligible for concurrent/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 concurrent/dual enrollment. This means that secondary school seniors may NOT take a Summer A course as concurrent/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 concurrent/dual enrollment course

1. The school district will ensure that appropriate secondary school credit will be awarded upon successful completion of concurrent/dual enrollment classes. The district and school administration are responsible for registering their career themed courses with the Department of Education if the dual enrollment course is tied to an Industry Certification approved under CAPE.

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

1. GAI will supply secondary school guidance counselors with concurrent/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 concurrent/dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-concurrent/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 concurrent/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 concurrent/dual enrollment without prior approval by both GAI and the HS administration.

1. The registration policies for concurrent/dual enrollment courses as determined by the postsecondary institution.
2. Concurrent/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. However, course registration, withdrawal and final grade submission dates will be held to the ERAU-GAI academic 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 concurrent/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 concurrent/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 concurrent/dual enrollment students is comparable to that afforded other ERAU students. To this end, the following will apply to concurrent/dual enrollment courses taught on secondary school campuses:
 - a. Concurrent/dual enrollment faculty shall be provided with a full-time ERAU faculty contact or liaison in the discipline they are teaching.
 - b. Concurrent/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 concurrent/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 concurrent/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 concurrent/dual enrollment courses. To be qualified, faculty selected to teach concurrent/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 concurrent/dual enrollment courses on secondary school campuses.
5. GAI secondary school instructors who teach concurrent/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 concurrent/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. Concurrent/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-concurrent/dual enrollment sections of a course shall also be administered in all concurrent/dual enrollment sections of the course.

9. GAI shall analyze student performance in concurrent/dual enrollment course offerings on secondary school and college campuses to ensure that the level of preparation for future success is comparable with non-concurrent/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 concurrent/dual enrollment program and the monitoring of student performance while participating in the concurrent/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 concurrent/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 concurrent/dual enrollment officer when a student's eligibility status changes.
3. The secondary school counselor will work with students to include concurrent/dual enrollment course plans to minimize enrollment in a random selection of ERAU-GAI courses.
4. GAI instructors will provide academic advising services to concurrent/dual enrollment students, monitor their progress and attendance in concurrent/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 concurrent/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 concurrent/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 concurrent/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 concurrent/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 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 concurrent/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 grades from the instructor.
2. All students enrolled in concurrent/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 concurrent/dual enrollment student earns an F grade in any course(s) during one semester he/she will no longer be eligible to participate in concurrent/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 2022-2025 school year.

It is the responsibility of the high school dual enrollment specialist to notify ERAU's GAI Regional Managers or Education Director of all courses that the high school is requesting to offer. Each high school must complete the appropriate form for each course that the high school plans to offer. Based on need and faculty availability, ERAU will decide what courses can be offered on the high school campus.

It is the responsibility of the school administrative contact and instructor to verify their attendance rosters. ERAU instructors must check their online class rosters every day to ensure that the appropriate students are sitting in the class. If a student is not on the roster, the instructor should immediately notify the high school dual enrollment contact person. The high school dual enrollment contact person should notify ERAU's Student Services coordinator. Students not properly enrolled in ERAU dual enrollment courses will NOT receive college credit. Roster verification is the responsibility of the school administration.

N. E-Verify System

Pursuant to Fla. Stat. §448.095, Contractor agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees during the term of this contract or solicitation.

- a) Pursuant to Fla. Stat. §448.095, if Contractor enters into a contract with a subcontractor(s) for the labor, supplies or services provided under this contract or solicitation, Contractor must require that the subcontractor(s) provide it with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor understands that it must maintain a copy of such affidavit for the duration of the contract or solicitation.
- b) If School Board has a good faith belief that the Contractor has knowingly violated Fla. Stat. §448.09, School Board shall terminate the contract with the Contractor. The Contractor is liable for any additional costs incurred by the School Board as a result of a termination of this contract or solicitation pursuant to §448.095(2)(f).
- c) If School Board has a good faith belief that a subcontractor(s) has knowingly violated §448.095, but contractor has otherwise complied with

this subsection, School Board shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor(s).

O. Miscellaneous FAA ground courses may be offered but no actual flight activities or flight training in an aircraft are part of the ERAU Concurrent Enrollment program and any local third-party business or individual offering flight training is doing so without any connection or relationship to ERAU.

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Attachment C
Programmatic Information for School Based Administrators

As a Gaetz Aerospace Institute (GAI) Dual Enrollment (DE) and SMART@ER course member school, the MOU between GAI and YOUR school district includes the following requirements:

1. **ACADEMIC CALENDAR:** Instructors and Students are held to the GAI academic calendar and deadlines, not those of the school district where grades and enrollment are concerned.
2. **AUDITING GAI DE COURSES:** Students are not allowed to audit GAI DE courses.
3. **CONCURRENT CLASSES:** GAI member schools are not permitted to co-mingle concurrent enrollment students this includes:
 - a. Dual Enrollment (DE) and SMART@ER or regular FLDOE high school classes cannot be taught by a single teacher at the same time with students that share the same classroom.
 - b. Where one of the classes concerned is a GAI SMART@ER class, multiple high school classes cannot be taught at the same time, by the same teacher, in the same classroom. This includes CTE classes.
4. **ENROLLMENT:**
 - a. New dual enrollment students must complete the 1) Online Application, and 2) The Consent Form prior to published deadlines. **A failure to complete these processes by the deadline means removal from the class roster.**
 - b. All DE students must enroll in their courses online each semester prior to the published deadlines. **A failure to complete these processes by the deadline means removal from the class roster.**
5. **ENROLLMENT MAXIMUM:** The maximum number of students in any GAI affiliated class is 30. Any class that numbers more than 30 students must either:
 - a. Create an additional section to accommodate less than 30 students, or
 - b. Decrease the number of students to 30 or less.
6. **ENROLLMENT MINIMUM:** The minimum number of students in any GAI affiliated class is:
 - a. For schools that have 1,800 or more students, the minimum number of students is 15. If a school wishes to enroll less than 15 students, then they must send a waiver request to the ACA Director via the Regional Manager and the GAI Scheduler.
 - b. For schools that have less than 1,800 students, the minimum number of students is 10. If a school wishes to enroll less than 10 students, then they must send a

waiver request to the ACA Director via the Regional Manager and the GAI Scheduler.

7. **GAI EQUIPMENT:** Within the MOU, “GAI Equipment” and “Equipment” within the GAI MOU with the school district does not include computers, computer hardware, and software.
8. **ORDER OF COURSES:** AS 120 (Principles of Aeronautics) and AS 121 (Private Pilot Ground school) must be taken in order.
 - a. Member schools can enroll students to take AS 121 AFTER AS 120 has been completed if the student so wishes.
 - b. Member schools CANNOT enroll students to take AS 120 after AS 121.
9. **SCHEDULE CHANGES:** Changes in course, adding/deleting course sections must have administrative approval and provided in writing to ERAU prior to course commencing.
10. **STUDENT CONDUCT AND BEHAVIOR:** A student will 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.
11. **STUDENT ENTRY REQUIREMENTS:** Students must be in grades 10-12 for DE courses and have a minimum 2.5 unweighted GPA. Any exceptions must be requested in writing from the school administration stating just cause.
12. **STUDENT ACADEMIC PERFORMANCE:**
 - a. Students who earn a “D” grade may retake that one class. Courses may only be repeated once.
 - b. Students who earn an “F” grade in a course are no longer eligible to enroll in GAI courses.
 - c. GAI students who withdraw two times are no longer eligible to participate in the program.
13. **TESTING FEES:**
 - a. For GAI courses that include a certification test as part of the prescribed syllabus, GAI will pay the initial testing fees for the GAI student only.
 - i. Either GAI will prepay the testing fee to the vendor or they will reimburse the member school when invoiced (in one group invoice) for the testing fees that were outlaid by the school.
 - ii. Individual/personal student expenses for testing will not be reimbursed by GAI.

- iii. To be reimbursed, test receipts and testing scores from the testing entity must be submitted.
- b. For GAI courses that do not include a certification test for which the school and Instructor wish to test a GAI student:
 - i. A written request must be sent to GAI ahead of the testing date and a written agreement to reimburse the test must be received from GAI in order for GAI to reimburse the school for any testing monies outlaid.
 - ii. Individual/personal student expenses for testing will not be reimbursed by GAI.
 - iii. To be reimbursed, test receipts and passing test scores from the testing entity must be submitted. Failing scores will not be reimbursed.

I have reviewed and understand all of the GAI MOU-related rules above and agree to adhere within them as a representative of my school.

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Appendix A AY 22-23

List of courses being taught in the Flagler County School District, Florida:

Fall 2022

Location	Course		Title	Instructor	Co-Teacher
Flagler - Flagler Palm Coast HS	AS	120	Principles of Aeronautical Science	ERAU-Smith, Charles	
Flagler - Flagler Palm Coast HS	AS	121a	Private Pilot Operations	ERAU-Smith, Charles	
Flagler - Flagler Palm Coast HS	AS	235	UAS Ops & XCountry Data Entry	ERAU-Smith, Charles	
Flagler - Matanzas HS	HS	110	Intro to Homeland Security	ERAU-Howell, Jack	Reeder, Chris

Spring 2023

Location	Course		Title	Instructor	Co-Teacher
Flagler - Flagler Palm Coast HS	AS	220	Unmanned Aircraft Systems	ERAU-Smith, Charles	
Flagler - Flagler Palm Coast HS	AS	121 b	Private Pilot Operations	ERAU-Smith, Charles	
Flagler - Flagler Palm Coast HS	AS	237	UAS Apps in Aerial Photography	ERAU-Smith, Charles	
Flagler - Matanzas HS	HS	220	National Security Enterprise	ERAU-Howell, Jack	Reeder, Chris






SIGNATURE NEEDED - Flagler Agreement - signed

Final Audit Report

2023-02-03

Created:	2023-02-03
By:	Cherilyn McAdam (MACADAC1@erau.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3DqpflN4FFxnq0OvNFaPYHQ3hRAnvmdL

"SIGNATURE NEEDED - Flagler Agreement - signed" History

-  Document created by Cherilyn McAdam (MACADAC1@erau.edu)
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