



**AGREEMENT BETWEEN
THE SCHOOL BOARD OF SANTA ROSA COUNTY
AND
EMBRY-RIDDLE AERONAUTICAL UNIVERSITY**

THIS AGREEMENT made and entered into and effective on July 1, 2014 (herein the "Effective Date") and between The School DISTRICT of Santa Rosa 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, 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 - Aerospace Career Academy (hereinafter referred to as **ACA**).

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, attached hereto as Attachment A and incorporated herein by reference.

1.2 The Parties designated representatives shall have the right, by written instruction, to request changes in or additions to the Statement of Work through a written instrument authorized and executed with the same formality as this Agreement.

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 B 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:

Roger Green, Accountant
Santa Rosa County School District
5086 Canal Street
Milton, Florida 32570

Payment shall be remitted to:

Tara Barber, Special Projects Accountant
Embry-Riddle Aeronautical University
600 S. Clyde Morris Blvd
Daytona Beach, FL 32114-3900
386-226-6254
barbert8@ERAU.edu

ARTICLE 4.0 PAYMENT

4.1 The DISTRICT will make payment for the academic year in accordance with Attachment B 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:

First Business day of August	40% of total amount due for ASY
First business day in January	35% of total amount due for ASY
First business day in May	25% of total amount due for ASY

ARTICLE 5.0 TERM AND TERMINATION

5.1 This Agreement shall commence on July 1, 2014 and shall remain in effect until June 30, 2015, 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 A Party fails to perform such duties specified in Attachment A.

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 Term 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 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.

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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: Nan Guzman
Director – Ofc Sponsored Research Administration
600 S. Clyde Morris Boulevard
Daytona Beach, Florida 32114-3900
guzmann2@ERAU.edu
Phone: (386) 226-7695
Fax: (386) 226-4901

DISTRICT Director of High School Education
5086 Canal Street
Milton, Florida 32570
Phone: (850) 983-5055
Fax: (850) 983-5067

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 ACA 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 ACA in general and in the ERAU Student Handbook available at <http://daytonabeach.ERAU.edu/about/directory/dean-of-students/db-student-handbook.pdf> will govern behaviors in the ACA. Disciplinary actions will be handled in accordance with procedures laid down for DISTRICT students in general. ERAU retains the right to remove students in the current semester through the high school add/drop period and bar students manifesting persistent or serious discipline problems, or unsatisfactory academic performance, from taking courses subsequent to the one(s) in which they are enrolled at a particular time.

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ARTICLE 12.0 DISPUTE RESOLUTIONS

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 INDEMNIFICATIONS

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 ASSIGNMENTS

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 AGREEMENTS

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.

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

For Embry-Riddle Aeronautical University

By: _____ Date: _____
~~Robert Lang~~ Nanette Guzman -- ~~Controller~~ Director
Office of Sponsored Research

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For The School District of Santa Rosa County

By: _____ Date: _____
Chairman – Diane Scott

By: _____ Date: _____
Superintendent - Tim Wyrosdick

Attachment A

Statement of Work

Objectives

The objective of this Statement of Work is to establish or continue an Embry-Riddle Aeronautical University (ERAU) Aerospace Career Academy (ACA) at schools or locations of the DISTRICT's choosing.

The objective of the ACA is to introduce selected high school students to collegiate and professional trade-level study with a focus on professional aeronautical topics leading to both high school graduation credits and college credits for courses completed.

ACA courses will be taught by adjunct and/or DISTRICT faculty hired by mutual agreement of ERAU and the DISTRICT wherein they will be credentialed and qualified to teach under the criteria established by the Southern Association of Colleges and Schools (SACS).

Contribution of the DISTRICT

Subject to ERAU's contribution indicated hereafter in this Agreement, the DISTRICT will take the following responsibilities with respect to the program including, without limitation:

- Administrative supplies, to include general office supplies, paper, printing and copy services, postage, and telephones consistent with the DISTRICT'S standards for such materials and services.
- Classrooms, classroom furniture and instructional technology compatible with ERAU standards for classroom instruction.
- Access to a computer lab with Flight Training Software if required by course.
- Direct and convenient access to a SCANTRON test reader.
- Allow ERAU reasonable use of the DISTRICT's logo in publications related to the ACA.
- Carefully select students with a minimum GPA of 2.0. The School Principal or designee may nominate a student for reconsideration if they deem this student to be of high potential/low interest in traditional programming. Students must be interested in post-secondary education.
- Provide ACA Faculty with required release time to attend professional development at locations of ERAU choosing.
- School guidance counselors must work with ERAU ACA Student Services Specialist to ensure all students are processed within a timely manner for registration, drop/add or withdrawal circumstances.
- Report student attendance, department, and grades as required by the DISTRICT, ERAU, State of Florida, and Federal policies and regulations.
- Conduct parent-teacher meetings and conferences as required by the DISTRICT.
- "White List" the online resources necessary for the successful implementation of the ACA program.
- Grant access to the District Grading and Attendance Systems to all ACA Faculty.
- Subject to ERAU's contribution, the DISTRICT will use all reasonable efforts in order for the ACA program to succeed, which undertaking is not a guarantee of success of the program. The DISTRICT will however diligently advise ERAU in the event that the problem(s) occur, be they technical, financial or others, which significantly impact the program to the extent that it can no longer be pursued.

Contribution of ERAU

- Be the Office of Primary Responsibility (OPR) through its Department Chair, Aeronautical Science, ERAU Daytona Beach Campus.
- Represent the program to the FAA, SACS, and other relevant agencies.
- Assist the DISTRICT with student recruiting and retention.
- Maintain the curriculum and various class syllabi.
- Assist the DISTRICT with the acquisition of appropriate course materials, such as textbooks, tools, hardware, and software.
- Credential faculty for each course as approved by the DISTRICT and ERAU.
- Provide professional development to maintain a high quality of instruction within the ACA.
- Provide appropriate liaison between the ACA and ERAU departments, such as Admissions, Registration, Financial Aid, Library, Information Technology, Book Store, and appropriate academic departments, program managers, and course monitors.
- Grant the DISTRICT reasonable use of its logo in publications related to the ACA.

Program Details

In coordination, the DISTRICT and ERAU may adjust the list of duties above by addendum to the Agreement.

At the end of each academic semester, DISTRICT faculty will report the grades of all ACA students to both the DISTRICT and to the ERAU Records and Registration Office. The ERAU Records and Registration Office will maintain academic records on all ACA students.

At the request of any student, ERAU will forward that student's ERAU transcript to any academic, government, or private organization or institution. A nominal administrative fee will be charged for this service.

Attachment B

Budget

Santa Rosa County AY15 – 4 sections

Salaries, Wages	\$ 432
Operational Expense	\$1,250
<u>IDC/F&A**</u>	<u>\$ 388</u>
Total Firm Fixed Price	\$2,070

Firm fixed price contract includes: Course Monitor salary of \$100 per section & fringe benefit at 7.59%, Program Support Fee and IDC/F&A rate.

***Indirect costs – IDC/ F&A - Facilities & Administration rate is determined by the Department of Health and Human Services which is the cognizant agency for Embry-Riddle. The Dept. of HHS has determined that the rate of 23% shall be applied to all contracts or grants where the research, development or instruction is conducted off campus. Rate agreement is available upon request.*

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 for AY15 will be due as follows:

August 01, 2014	\$828	(40% of total due)
January 01, 2015	\$725	(35% of total due)
May 01, 2015	\$517	(25% of total due)
Total Due	\$2,070	