



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

THIS AGREEMENT made and entered into and effective on the date of final execution (herein the “Effective Date”) and between the School Board of Clay 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 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 establishment of a Aerospace Career Academy (ACA), in which ERAU credentialed faculty teach ERAU courses at schools or locations of the DISTRICT’s choosing.

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 AND VERIFICATION OF COSTS

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:

Payment shall be remitted to:

Tara Barber, Special Projects Accountant
Embry-Riddle Aeronautical University
600 S. Clyde Morris Blvd
Daytona Beach, Fl 32114-3900

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:

Date of execution	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 date of final execution 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:

5.4.1 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.

5.4.2 A Party is in breach of its obligations vis-à-vis a Party's Confidential Information.

5.4.3 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.

ARTICLE 7.0 LIMITATION OF LIABILITY

In no event shall any Party hereto be liable to the other Party for consequential, indirect, incidental, exemplary, punitive or special damages. The Party's liability arising out of or in connection with this Agreement shall be limited to actual demonstrable direct damages. 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:

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

For DISTRICT: Michael Wingate – Director of Secondary Education
23 South Green Street
Green Cove Springs, Fl 32043

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/EmbryRiddle2012.2013.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 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.

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. If needed, the Parties may elect formal arbitration upon mutual agreement, which shall be conducted in accordance with the roles of the American Arbitration Association. Each side shall bear its own costs and expenses. Nothing about this provision shall bar either Party from seeking appropriate legal and injunctive relief in Florida courts to prevent an imminent, irreparable harm.

ARTICLE 13.0 INDEMNIFICATION

Each party agrees to indemnify and hold harmless the other, including their board members, officers, employees and agents, of and from any losses, liabilities, damages, claims, actions, legal proceedings, judgments, costs or expenses of any kind or nature whatsoever resulting from loss or damage to property or injury to or deaths of persons in any way arising out of or in connection with the performance of this agreement and which injury or damage is caused by the negligence or wrongful conduct of the indemnifying party, their officers, employees or agents. Nothing herein shall be construed as a waiver of the sovereign immunity of the School Board of Clay County, Florida as set forth in Florida Statute 768.28 or as an increase of either the scope or the dollar limits of liability set forth in said statute.

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.

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: _____

For The School Board of Clay County

By _____ Date: _____
Chairman – Carol Studdard

By: _____ Date: _____
Superintendent, Charlie VanZant

Attachment A Statement of Work

Objectives

The objective of this Statement of Work is to establish 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.

All ACA courses will be taught by DISTRICT faculty hired by mutual agreement of ERAU and the DISTRICT and qualified to teach under the criteria established by the Southern Association of Colleges and Schools (SACS) and the State of Florida.

In selecting ACA faculty members, ERAU and the DISTRICT will give first and serious preference to hiring qualified individuals employed already by the DISTRICT. The individual contracts of these individuals with the DISTRICT will remain in force and unmodified, except for changes allowing them to teach ACA courses.

ACA courses taught by DISTRICT faculty will be transferrable to appropriate ERAU academic programs, in accordance with the guidelines in force in the ERAU Undergraduate Catalog at the time individual student matriculates into the ERAU system.

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:

- Provide faculty 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.
- Provide personal computer aviation training devices (PCATD's) with flight training software/
- Provide and maintain the following equipment for the sole use of ACA faculty:
 - 1 laptop computer compatible with DISTRICT information technology security standards
 - Overhead projector, large screen display, document camera, and other peripherals compatible with ERAU information technology standards for classroom instruction
 - Direct and convenient access to a SCANTRON test reader
- ERAU reasonable use of the DISTRICT's logo in publications related to the ACA.
- Allow for disbursement of travel funds is as follows: Travel money included in the contract budget is intended to support the travel of ERAU ACA management personnel and reimbursement will be sought through ERAU. For travel outside budgeted contract funding, including travel within and/or beyond the local area or overnight at the request or with the approval of the DISTRICT, ERAU personnel will file travel vouchers in accordance with normal DISTRICT administrative procedures. Reimbursement for mileage will be at the Federal rate at the time of travel.
- 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.

- Conduct parent-teacher meetings and conferences as required by the DISTRICT.

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.
- Recruit and credential faculty for each course as approved by the DISTRICT and ERAU.
- Report student attendance, department, and grades as required by the DISTRICT, ERAU, State of Florida, and Federal policies and regulations.
- Assist the DISTRICT with developmental activities, such as soliciting donations in cash and in-kind, making public presentations, and preparing analyses in support of the DISTRICT'S presentations to governmental or professional groups and agencies.
- 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

ERAU will offer a curriculum of introductory courses in a range of aerospace career areas, including flight operations, engineering, space, safety, unmanned aviation, and others, depending on student demand and the availability of qualified faculty.

Normally, a class section will consist of approximately ninety (90), fifty (50)-minute class sessions during a single semester.

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.

The DISTRICT will ensure or arrange that all courses taught within the ACA will count as graduation credits for DISTRICT students. ERAU may adjust the contents of specific courses to meet the objective of this paragraph.

In the event that a faculty member must be absent from a scheduled class, the DISTRICT will arrange for an appropriately qualified substitute. For absences required to conduct ERAU or DISTRICT business, the appropriate institution will pay for the substitute.

Attachment B

Budget

Total Sections

- a. 2014 Fall Semester
 - 1) Not applicable 0 to 2 Sections

- b. 2015 Spring Semester
 - 1) Not applicable 0 to 2 Sections

TOTAL SECTIONS 0 to 4 Sections

Total Salaries and Wages	\$ 224.00
Total General Expenses	\$ 1,250.00
SUBTOTAL	\$ 1,474.20
INDIRECT COSTS	\$ 325.80
TOTAL PRICE	\$ 1800.00

**NOTE: Indirect costs IDC rate for AY2014 is calculated at the rate of 22.1%.

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:

Final date of execution	\$ 720.00 (40% of total due)
March 01	\$ 630.00 (35% of total due)
May 01	\$ 450.00 (25% of total due)
Total Due	\$ 1,800.00