Agreement between Gaetz Aerospace Institute, Embry-Riddle Aeronautical University, Inc., and The School Board of Duval County, Florida
Academic Year 2022-2023

THIS AGREEMENT made and entered into and effective on the date of final execution (herein the “Effective Date”) and between The School Board of Duval County, Florida, a body politic and corporate (hereinafter referred to as the District), and Embry-Riddle Aeronautical University, Inc., a not-for-profit corporation organized and existing under the laws of the State of Florida (hereinafter referred to as ERAU), to conduct work of mutual interest, which will be identified in a Statement of Work and Budget 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 Commissioner of Education has encouraged enhanced articulation agreements among public schools, community colleges, and universities and has provided comprehensive guidelines for such agreements; and

WHEREAS, Section 1007.271 (23) Florida Statutes, specifies that school districts may enter into dual enrollment articulation agreements with eligible independent colleges and universities that are separate from such agreements made with local Florida College System institutions.

WHEREAS, ERAU and the District desire a harmonious working relationship and will voluntarily enhance articulation between the two entities to improve college and career readiness and facilitate educational opportunities for students who are served by the two entities.

WHEREAS, Rule 6A-1.012(11)(b), F.A.C., authorizes and allows the District to enter into this agreement for educational services.

WHEREAS, The parties hereto desire to enter into a Cooperative Agreement for the education of secondary school-age students in order to provide college level courses and credit for high school graduation through the Career Dual Enrollment (DE) provision, pursuant to Florida Statue 1007.271, and applicable Florida Law. This agreement may also provide secondary students with advance high school programming in aerospace studies for high school credit, teacher technical training and professional development, and STEM outreach.

NOW THEREFORE, in consideration of the mutual promises herein made, it is agreed between the Parties hereto as follows:
ARTICLE 1.0 SCOPE OF SERVICES
1.1 The Parties agree to identify, define, develop, and implement activities, as described in the Statement of Work and Budget and the Additional Terms and Conditions as described in Attachments A and B incorporated herein by reference.

1.2 The following schools have been identified as locations providing dual enrollment, and high school course work to support career pathways and STEM outreach:

<table>
<thead>
<tr>
<th>Schools:</th>
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<tbody>
<tr>
<td>Andrew Jackson High School</td>
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<tr>
<td>Baldwin High School</td>
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<tr>
<td>Duncan Fletcher High School</td>
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<td>Englewood High School</td>
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<td>Edward White High School</td>
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<td>First Coast High School</td>
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<td>Frank H. Peterson Academies of Technology</td>
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<td>Jean Ribault High School</td>
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<td>Riverside High School</td>
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<tr>
<td>Mandarin High School</td>
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<tr>
<td>Paxon School for Advanced Studies</td>
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<tr>
<td>Sandalwood High School</td>
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<tr>
<td>Terry Parker High School</td>
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<tr>
<td>Westside High School</td>
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<tr>
<td>Samuel W. Wolfson School for Advanced Studies and Leadership</td>
</tr>
</tbody>
</table>

ARTICLE 2.0 TOTAL AMOUNT ALLOTTED
The Parties will enter into a Firm Fixed Price agreement with ERAU, plus the potential bonus payment set forth in Article 20.0 hereafter, 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. The District agrees to the Firm Fixed Price agreement set forth herein to address ERAU's mobilization and fixed costs necessary to deliver the services.

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: Wendy Dunlap, Director, School Counseling & Acceleration Programs
Address: Duval County Public Schools
4037 Boulevard Center Drive,
Rm 213
Jacksonville, FL 32207
904-390-2520
dunlapw@duvalschools.org

Payment shall be remitted to:
Gary Maccarone, Special Projects Accountant
Embry-Riddle Aeronautical University, Inc.
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**: Payment #1 - $77,515.00 for ASY
- **First business day in May 2023**: Payment #2 - $77,515.00 for ASY
- **Upon Receipt of Certification**: Payment #3 - 10% CAPE Dollars in Fall 2023 if Applicable
- **Certification due for ASY pursuant to Article 20.0 hereafter**

4.3 Attachment "A" to the Agreement sets forth the District's cost of $155,030.00 for the services. In addition to the cost of the services in Attachment "A", the parties agree that the District will pay ERAU ten percent (10%) of the CAPE Certification bonus payments (if any) set forth in Article 20.0 hereafter; which contingent payment shall not exceed $12,112.00, with an aggregate maximum indebtedness not to exceed $167,142.00. Notwithstanding the foregoing the District understands and agrees that if the assumptions leading to the sum of $12,112.00, are incorrect (e.g., the number of students enrolled, the passage rate, or the amount allocated by the Legislature for the CAPE Certification bonus), with the result being that the maximum cost of $12,112.00, is too low for ERAU to be paid 10% according to the provisions of Article 20.0, then the District and ERAU will enter into a subsequent amendment to reflect the correct calculation for the intended 10% of the CAPE Certification bonus to be paid to ERAU. Should the parties desire to exceed this aggregate maximum indebtedness, it will be necessary for District to receive prior approval from the School Board of Duval County, Florida before incurring any financial obligation in excess of $167,142.00 (inclusive of the potential 10% of any CAPE bonus) for the services in Attachment A, and the determination of total potential billing in excess of said amount will be made prior to the conclusion of the fall semester. The decision to exceed or maintain the limit of $167,142.00 (inclusive of the potential 10% of any CAPE bonus) in Attachment A will be made no later than the District's January 2023 Board meeting in order to adjust spring enrollments accordingly.

ARTICLE 5.0 EQUIPMENT
ERAU shall provide equipment and textbooks at no cost to the District. However, once the partnership between ERAU and the District ends, all equipment and textbooks must be returned to ERAU within 30 days of request by ERAU.

ARTICLE 6.0 TERM AND TERMINATION
6.1 This Agreement shall commence on the date of final execution and shall remain in effect until June 30, 2023, unless terminated earlier as provided in this Agreement or extended by the Parties in writing.

6.2 Either party shall have the right to terminate this Agreement for its convenience, in whole, or in part, at any time with at least thirty (30) working days prior notice.
6.3 A material breach shall include, but not be limited to, the following:

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

6.3.2 Loss of funding.

ARTICLE 7.0 CONFIDENTIAL INFORMATION

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

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

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

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

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

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

7.3.4 such information is required to be disclosed by law.

7.4 This Agreement shall be subject to Florida’s Public Records Laws, Chapter 119, Florida Statutes. ERAU understands the broad nature of these laws and agrees to comply with Florida’s public records laws and laws relating to records retention. In compliance with section 119.0701, Florida Statutes, ERAU agrees to:

7.4.1 Keep and maintain public records required by the District in order to perform the service.
7.4.2 Upon request from the District’s custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in the Chapter 119, Florida Statues or as otherwise provided by law.

7.4.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if ERAU does not transfer the records to the District.

7.4.4 Upon completion of the Agreement, transfer, at no cost, to the District all public records in possession of ERAU or keep and maintain public records required by the District to perform the service. If ERAU transfers all public records to the District upon completion of the Agreement, ERAU shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If ERAU keeps and maintains public records upon completion of the Agreement, ERAU shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request of the District’s custodian of public records, in a format that is compatible with the information technology systems of the District.

IF ERAU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ERAU’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS (THE DISTRICT’S CONTRACT ADMINISTRATOR) AT THE ADDRESS AND PHONE NUMBER BELOW.

Name & Title: Wendy Dunlap, Director, School Counseling & Acceleration Programs
Address: Duval County Public Schools
4037 Boulevard Center Drive, Rm 213
Jacksonville, FL 32207
904-390-2520

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. 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 student 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.

**ARTICLE 8.0 LIMITATION OF LIABILITY**

The Parties agree to be fully responsible for their own acts of negligence, or their respective agents' acts of negligence when acting within the scope of their employment, and agree to be liable for any damages proximately caused thereby; provided, however, the Parties agree that District’s liability is subject to the monetary limitations and defenses imposed by Section 768.28, Florida Statutes. These limitations will apply for all claims, including without limitation, contract, warranty, indemnity, tort (including derelict and negligence), and strict liability howsoever caused or incurred for any reason whatsoever. Nothing in this Agreement shall waive the sovereign immunity of the District except to the extent waived in Section 768.28, Florida Statutes.

**ARTICLE 9.0 NOTICES**

9.1 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:**

Duval County Public Schools
Dr. Diana Greene, Superintendent
1701 Prudential Drive
Jacksonville, FL 32207
Email: greened@duvalschools.org
Phone: 904-390-2115

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

**ARTICLE 10.0 RELATIONSHIP OF THE PARTIES**
The Parties hereto shall act as independent contractors and nothing herein contained shall be construed as creating any other relationship between the District and ERAU, nor shall it be construed as creating any relationship with the other Party’s employees. Each Party agrees that none of its employees is an employee or agent of the other Party. No Party hereto shall, without the prior written consent of the other Party, enter into any contract or commitment in the name of or on behalf of the other Party or bind the other Party in any manner whatsoever.

**ARTICLE 11.0 COMPLIANCE WITH LAWS**
11.1 The Parties shall comply with any laws, rules, and regulations in force in the location where the Program is performed, as well as codes of conduct, if any, concerning security and safety of its employees or representatives.

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

**ARTICLE 12.0 STANDARDS OF CONDUCT**
The Parties recognize that the standards of deportment and conduct for faculty and students in the GAI must be appropriate to the requirements of a professional education program and the Federal, State, and local laws applicable to public education in the District. The Parties further agree that the more stringent of the standards of deportment and conduct established for GAI in general and in the ERAU Student Handbook available at [https://daytonabeach.erau.edu/campus-life/dean-of-students/honor/codes](https://daytonabeach.erau.edu/campus-life/dean-of-students/honor/codes) will govern behaviors in the GAI.

**ARTICLE 13.0 DISPUTE RESOLUTION**
13.1 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.

13.2 **Governing Law / Venue / Attorneys Fees / No Arbitration.** This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Addendum or the Agreement is subject to the laws of Florida, venue lying exclusively in the jurisdictional court in Duval County. Each party shall be responsible for its own attorneys’ fees and costs incurred as a result of any action or proceeding under this Agreement. In the event of any dispute, the parties waive any provision requiring arbitration.
ARTICLE 14.0 INDEMNIFICATION
As provided for under common law, and subject to the limitations set forth in 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 15.0 FORCE MAJEURE
No Party shall be liable for any failure to perform its obligations in connection with any action described in this Agreement, if such failure results from any act of God, riot, war, civil unrest, flood, earthquake, or other cause beyond such Party’s reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a Party’s financial condition or negligence). Except as expressly provided otherwise in Agreement, dates and times by which any Party is required to perform and obligations under this Agreement and the Statement of Work shall be postponed automatically to the extent and for the period of time that such Party is prevented from meeting such obligation by reason of any cause beyond its reasonable control, provided the Party prevented from performing its obligations notifies the other Party immediately of the commencement and nature of such cause and the probable consequences thereof with appropriate details, and provides further that such Party will use reasonable efforts to comply with its obligations in a timely manner utilizing to such end all resources reasonably required in the circumstances, including obtaining supplies or services from other sources if same are available.

ARTICLE 16.0 CONFIDENTIALITY OF AGREEMENT/PUBLICITY
Subject to and only to the extent permitted by Chapter 119, Florida Statutes, the Parties shall secure each other’s prior written approval before any information relating to this Agreement is released to anyone other than employees of any of the Parties requiring the information for the performance of their duties with respect to the matters contemplated in this Agreement, and which have agreed to be bound by confidentiality undertakings.

ARTICLE 17.0 ASSIGNMENT
The Parties acknowledge that this Agreement has been entered in consideration of the Parties mutual confidence in each other and the Parties are unwilling to proceed on the basis set out in this Agreement with any other person save and except as expressly provided herein. Consequently, neither this Agreement nor any of the respective rights or obligations of the Parties hereunder or benefit or advantage received, may be assigned, given, sold, bargained sublet, or otherwise disposed of, in whole or in part, by either Party without the prior written consent of the other Party, which shall not be unreasonably withheld or unduly delayed.
ARTICLE 18.0 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 according to the types and levels of insurance set forth in Exhibit “A” to this Agreement.

ARTICLE 19 MISCELLANEOUS

19.1 Survivorship. Those provisions which by their nature are intended to survive the expiration, cancellation or termination of the Agreement, including, by way of example only, the Indemnification and Confidentiality provisions, shall survive the expiration, cancellation or termination of the Agreement.

19.2 Jessica Lunsford Act. All District and ERAU employees, appointees, or agents who come into contact with students as part of the Agreement must submit a background check, in a manner prescribed by School Board (which manner is required by sections 1012.32, 1012.465, and 1012.467, Florida Statutes). Any non-District personnel associated with the Agreement and who may come into contact with students as part of the Agreement will be screened at ERAU’s expense. ERAU shall not permit persons to provide services to a student under this Agreement if any such person does not meet the standards under Florida law and the District hiring standards concerning criminal background employee history checks. Failure to comply with this provision shall be cause for immediate termination of this agreement.

19.3 Publicity. ERAU shall not use the District’s name, logo or other likeness in any press release, marketing materials or other public announcement without receiving the District’s prior written approval.

19.4 Facsimile and Scanned Signatures. This agreement may be signed via counterpart and facsimile or scanned signatures, the counterparts and facsimiles of which, when taken together, shall be deemed to constitute an entire and original agreement.

19.5 Waiver. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

19.6 Confidentiality of Student Records. Contractor understands and agrees that it is subject to all federal and state laws and District rules relating to the confidentiality of student information. Contractor further agrees to comply with the Family Educational Rights and Privacy Act (“FERPA”) 34 C.F.R. § 99. Contractor
shall regard all student information as confidential and will not disclose the student information to any third party.

19.7 **Federal Funds.** The District may use federal funds for its payment pursuant to the Agreement; accordingly, ERAU shall execute and deliver to the District, upon the District's request the following, all of which shall be incorporated into the Agreement by this reference: (a) Federal Regulatory Compliance Statement; (b) Certification Regarding Drug-Free Workplace Requirements; (c) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion; and (d) Non-Collusion Affidavit.

19.8 **Employment Eligibility.** The parties agree to comply with their respective obligations under section 448.095, Florida Statutes.

19.9 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Addendum or the Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

19.9(a) **Non-Discrimination.** Contractor represents and warrants to the District that Contractor does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Contractor's performance under the Agreement on account of a person's actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics. Contractor further covenants that no otherwise qualified individual shall, solely by reason of his/her actual or perceived identity with regard to race, color, religion, gender or gender identity, age, marital status, disability, sexual orientation, political or religious beliefs, national or ethnic origin, veteran status, any other protected status under applicable law, or any other distinguishing physical or personality characteristics, be denied the benefits of, or be subjected to discrimination, or be denied access and services, under any provision of the Agreement.

**ARTICLE 20.0 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 10% 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.

ARTICLE 21.0 COMPLETE AGREEMENT
21.1 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.

21.2 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.

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

FOR EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC.

Nanette Guzman
Digitally signed by Nanette Guzman
Date: 2022.07.26 11:32:04 -04'00' Jul26, 2022
Nanette Guzman, DBA, CRA, Director, Office of Sponsored Research Administration

THE SCHOOL BOARD OF DUVAL COUNTY, FLORIDA

By: Darryl Willie, Chairman
Approved by Board on August 3, 2022

Attest:
Dr. Diana Greene
Superintendent of Schools and Ex-Officio Secretary to the Board

Form Approved:
By: Office of General Counsel
EXHIBIT "A"
CONTRACT INSURANCE REQUIREMENTS

ERAU shall procure, maintain, and provide evidence of the following insurance coverages during the life of this contract, in such form and with such carriers as approved by the ERAU. The insurance companies providing coverage will maintain an A.M. Best rating of A-;VII or better.

(1) Evidence of the following minimum coverages and limits will be provided:

a. PROFESSIONAL LIABILITY coverage of not less than $1,000,000 per occurrence, covering the negligent acts or omissions occurring in connection with the provision of Services under this agreement.

b. COMPREHENSIVE GENERAL LIABILITY

Bodily Injury and Property Damage $ 1,000,000 each occurrence
(Combined Single Limit) $ 2,000,000 general aggregate

c. COMPREHENSIVE AUTOMOBILE LIABILITY including owned, hired and non-owned automobile coverages.

Bodily Injury and Property Damage $ 1,000,000 each accident
(Combined Single Limit)

d. WORKER'S COMPENSATION (Including Employers Liability) as required by State law for all of ERAU's employees engaged in work for the University.

(2) Insurance certificates indicating the above coverages shall be furnished to the District throughout the term of the contract.

(3) These policies of insurance shall name the District as additional insured solely with respect to negligence of ERAU for operations performed under this contract.
ATTACHMENT A
STATEMENT OF WORK AND BUDGET

AY 2022-2023 Course Sections

2022 Fall Semester/2023 Spring Semester
1. High School Course Sections  1
2. Dual Enrollment Course Sections  78
Total Sections  79

Course Monitor Fees  $ 7,800.00
Faculty Adjunct Costs  $ 94,500.00
Fringe Benefits  $ 8,491.00
Dual Enrollment Section Cost  $ 15,000.00
High School Section Cost  $ 250.00

Subtotal  $126,041.00
Indirect Costs  $ 29,989.00

Total Price  $155,030.00

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

Payment

The District will make payment for 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:

<table>
<thead>
<tr>
<th>Date of Final Execution</th>
<th>$77,515.00</th>
<th>(50% of total due)</th>
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<tbody>
<tr>
<td>First business day in May 2023</td>
<td>$77,515.00</td>
<td>(50% of total due)</td>
</tr>
<tr>
<td>Sub-total Due</td>
<td>$155,030.00</td>
<td></td>
</tr>
<tr>
<td>Total Due</td>
<td>$155,030.00 + 10% of Cape Certification Dollars upon receipt of funds in Fall of 2023</td>
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</table>
Purpose

Dual enrollment courses are postsecondary courses that eligible students can take to earn both secondary and college or career certificate credit facilitating accelerated progress toward a post-secondary certificate or degree. The Gaetz Aerospace Institute (GAI) of Embry-Riddle Aeronautical University (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 designated ERAU personnel. Signed hard copies are mailed to the school district personnel.

The Agreement is completed annually by July 1 of each year.

A. A ratification or modification of all existing agreements

Once the Agreement is signed by both parties, the Agreement will be active for the upcoming academic year. This Agreement covers dual enrollment, but also course work to support career pathways, outreach, and teacher preparation. Legislative changes that occur after the final draft of this document which impact the 2022-2023 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 dual enrollment program

1. References to students in this document mean any student enrolled in a GAI - ERAU course.

2. GAI will provide information to the District and secondary schools regarding requirements for participation in, and the educational benefits to be derived from dual enrollment.

3. The District and secondary schools, in turn, will utilize printed, published, electronic, or other media to notify students and their parents or guardians of the opportunity to participate in these programs. The secondary schools will additionally provide information, using these same methods, to students and their parents or guardians, of the eligibility criteria for participation in these programs.
4. GAi will work with the District to establish application deadlines, registration dates, drop/add dates, and withdrawal dates prior to start of school year.

5. GAi's Program Coordinators, Faculty and staff will work with District and school officials on targeted dual enrollment recruiting activities.

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

1. Courses to be provided by GAi under this Agreement will be mutually agreed upon by GAi and the School District, and will avoid unnecessary duplication of existing courses. Current law allows for any course in the Statewide Course Numbering System, with the exception of remedial courses and Physical Education skills courses, to be offered as dual enrollment.

2. GAi will furnish each school with a copy of the current courses (and URL for Web access) with descriptions for each course in which a student may be enrolled. Specific courses to be provided on school campuses in the participating districts shall be mutually agreed upon by the School Board and GAi.

3. Students (age 18) who wish to take college credit courses that contain a study abroad or travel component (during summer only) must receive the permission of their secondary school principal, parent/guardian and the School District before participating. If the permission is granted, the student shall be exempt from the payment of the registration, matriculation, and laboratory fees. However, the student is responsible for the full cost of travel to include meals, lodging, and transportation.

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

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

1. Application Process - Students interested in enrollment must meet with their secondary school counselor or principal for permission to participate in the program. Students must submit the GAi paper application complete with parent signature. Applications for new students must be submitted to instructors within 10 days of the start of the high school semester for the student to be eligible to enroll in courses.

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

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

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

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

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

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

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

In addition, a student will be sanctioned accordingly if found to violate any of the ERAU student code of conduct standards as outlined in the ERAU Student Handbook. This could include a sanction ranging from a warning to permanent dismissal from ERAU. http://daytonabeach.erau.edu/Assets/daytonabeach/forms/daytonabeach-student-handbook.pdf.
Each course taken through dual enrollment will count toward the student's total attempted hours once they graduate secondary school. If the student takes unnecessary course work, it could impact Federal Financial Aid and university excess hour fees in the future. It is the responsibility of school guidance counselors to share this information with parents.

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

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

1. Student eligibility requirements for initial and continued enrollment in career certificate dual enrollment courses must include a 2.5 unweighted high school grade point average. Exceptions to the required grade point averages may be granted on an individual student basis if the educational entities agree and the terms of the agreement are contained within the dual enrollment articulation agreement.

2. The secondary schools shall identify those students qualified and interested in participation of dual enrollment classes. The secondary school administrators will approve student eligibility for participation in these classes. The student must be enrolled in their County Public School System or Private School Organization and must be working towards a secondary school diploma to participate in dual enrollment.

3. Parent/Guardian signature is required on the application.

4. Dual enrollment courses are weighted at least at the honors level on the secondary school transcripts. Any course taken becomes a permanent part of the student's academic record. Students will earn secondary school and college credit for the course dual enrollment (concurrent enrollment). If a student does not successfully complete their course(s) it could affect future financial aid eligibility.

5. Students are held to the deadlines set by ERAU based on the District's academic calendar. Any schedule changes must be made by the published deadlines. It is the student and the school's responsibility to notify the GAi office and District if the student changes schools or withdraws from secondary school.

6. Students who earn an "F" grade in a course are no longer eligible to enroll in GAi courses.
7. An unsatisfactory final grade of W, D, F, or I in a single term, regardless of cumulative unweighted high school or college GPA will remove student eligibility to participate in dual enrollment. Students who have lost eligibility by earning a single unsatisfactory grade may apply for probationary status to retake one class, if offered. Courses may only be repeated once. Application for probationary status does not guarantee acceptance. Successful completion of courses while on probation will return the student to full status as a traditional dual enrollment student. Students who do not successfully complete their probation course(s) will not be able to take any further coursework while a high school student.

8. Students who take dual enrollment classes are in actual college classes. They are not easier because the student is still in secondary school. The college’s accreditation agency requires all students to be held to the same requirements.

9. Students must be labeled as at least a sophomore in secondary school for consideration for dual enrollment courses. Students are no longer eligible for dual enrollment once they successfully complete four (4) years of enrollment in secondary school or graduation, whichever comes first. Any exceptions to the requirements must be approved by both the secondary school and GAI.

10. Students who will graduate from secondary school prior to completion of the post-secondary course may not register for the course through dual enrollment. This means that secondary school seniors may NOT take a Summer A course as dual enrollment or as a regular college student since they have not officially graduated from secondary school prior to the start of that term.

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

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

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

1. GAI will supply the District and secondary school counselors with dual enrollment brochures which include application instructions to inform students/parents of the requirements and benefits of participation in the program.

2. Instructors will remind students that dual enrollment courses meet the curricular expectations and are at the same depth and rigor of non-dual enrollment postsecondary instruction. Instructors will provide students with
a course syllabus outlining course requirements.

3. Students are informed that they should plan to study at least two to three hours outside of class for every hour they are in the class to be successful in college level courses. In addition, school counselors should inform parents that dual enrollment courses become a part of a student’s permanent college transcript and are calculated into the student's permanent postsecondary GPA.

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

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

1. The registration policies for dual enrollment courses as determined by the postsecondary institution.

2. Dual enrollment students will follow the college’s procedures for drop, withdrawal, and petition policies.

3. The beginning and ending dates of courses offered during the regular day in the secondary school facilities will follow the secondary school schedule and calendar.

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

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

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

1. The School Board shall annually assess the demand for dual enrollment and provide that information to GAi for assistance in planning classes in the ERAU scheduling system.

2. GAi shall be responsible for ensuring that the quality of instruction provided to dual enrollment students is comparable to that afforded other
ERAU students. To this end, the following will apply to dual enrollment courses taught on secondary school campuses:

a. Dual enrollment faculty shall be provided with a full-time ERAU faculty contact or liaison in the discipline they are teaching.

b. Dual enrollment faculty shall be provided a copy of course plans, objectives and relevant ERAU Institutional Master Course Outline (MCO's). These objectives and outcomes must be included in the course syllabus.

c. The course syllabus must be provided to students and filed with the GAI discipline chairperson prior to the start of each term. Content of the syllabus must meet the same criteria as required for all college courses offered at ERAU.

d. Textbooks and instructional materials used in dual enrollment courses must be the same or comparable with those used in courses taught on the ERAU Daytona Beach campus. If not identical, they must be approved by the discipline chairperson at the college.

e. For academic disciplines where a departmental exam is used, the final exam will be provided to the dual enrollment faculty by ERAU prior to the scheduled administration dates.

3. The secondary school administration will recommend qualified secondary school teachers as instructors for dual enrollment courses. To be qualified, faculty selected to teach dual enrollment classes must submit an adjunct application to their administrative contact at GAI ERAU, along with their postsecondary transcripts. The instructors must meet ERAU faculty credentialing requirements set by Southern Association of Colleges and Schools (SACS) Commission on Colleges' Principles of Accreditation: Foundations for Quality Enhancement, 2012 Edition (section 3.7.1).

4. In the absence of qualified secondary school instructors, ERAU may provide adjunct instructors to teach dual enrollment courses on secondary school campuses.

5. GAI secondary school instructors who teach dual enrollment courses will be evaluated by the secondary school administration using the district-wide evaluation instrument. These instructors shall also be observed for evaluative purposes by a GAI Regional Manager, or faculty liaison in accordance with GAI faculty evaluation processes. Secondary school faculty that instruct an ERAU course will follow the school board’s guidelines for the performance of employees when evaluating these dual enrollment instructors. Copies of Instructor performance evaluations will be maintained by the District and ERAU. This will include following the
procedures for sharing and discussing the performance assessment tool/process with those being evaluated at least 20 days prior to the classroom observation:

a. scheduling the observation in advance;
b. providing a copy of the performance assessment to the instructor within ten (10) working days after the observation;
c. allowing the instructor to submit a written rebuttal to be placed with the assessment document in his/her personnel file housed in the Human Resource Office at ERAU; and
d. allowing the instructor the right to inspect, review, and copy the contents of his/her personnel file. Results of GAi's observation will be shared with the District administrator.

6. Dual enrollment courses taught on a secondary school campus may not be combined with any non-college credit secondary school course. The District may not assign any nondual enrollment students to class periods designated for dual enrollment students.

7. As is appropriate for college-level study, course materials and class discussions may reflect topics not typically included in secondary courses that some parents may object to for "minors." Courses are not to be modified to accommodate variations in student age and/or maturity.

8. Any course-, discipline-, college-, or system-wide learning assessments required by the college in non-dual enrollment sections of a course shall also be administered in all dual enrollment sections of the course.

9. GAi shall analyze student performance in dual enrollment course offerings on secondary school and college campuses to ensure that the level of preparation for future success is comparable with non-dual enrollment college students. Analyses and recommendations shall be shared and reviewed with principals and school district administrators.

10. IMPORTANT: If a secondary school wants to offer 30 credits or more on their campus, they must submit a request to ERAU's Senior Vice President for Academic Affairs at least 9 months in advance. If approved by ERAU officials, the secondary school and school district administrators will work with college officials to create and submit a "substantive change" to SACS. Approval must be received from SACS before the additional courses on the secondary school campus may be advertised or offered.

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

1. Student screening for eligibility and participation is the responsibility of the
secondary school principals according to District and State requirements.

2. The secondary school counselor shall identify those students qualified to participate in dual enrollment classes on a semester basis and will verify their continued eligibility throughout their participation. This verification will be conducted after grades are posted each semester. The counselor will notify the District and GAI's dual enrollment officer when a student’s eligibility status changes.

3. The secondary school counselor will work with students to include dual enrollment course plans to minimize enrollment in a random selection of ERAU-GAI courses.

4. GAI instructors will provide academic advising services to dual enrollment students, monitor their progress and attendance in dual enrollment classes, and provide progress and attendance reports to their secondary school at the college mid-term and upon completion of the college term.

5. Students and their parents will be informed of college-level course expectations.

6. Students attending dual enrollment classes held in secondary school facilities during regular school hours will be subject to the school district and FAA attendance policies when applicable. Required documentation of enrollment will be reported to the school district’s MIS offices and ERAU Records office.

7. Students may enroll in courses conducted during school hours or extended school hours. However, if the student is projected to graduate from secondary school before the scheduled completion date of a post-secondary course, the students may not register for that course through dual enrollment. The student may apply to ERAU and upon admission and special permission by the Office of Admissions, may register and pay the required tuition and fees.

8. CODE OF STUDENT CONDUCT: Students taking dual enrollment classes on their secondary school campus will be subject to their school district’s code of conduct. If a student in a secondary school class is found to have plagiarized any portion of his/her course work or assignments, the instructor will notify ERAU’s Dean of Students and the student will be subject to the same disciplinary actions as other students taking courses on the ERAU campus, regardless of disciplinary action is taken by their school district. If a student is disruptive to the learning process through their classroom behavior so that the progress of other students or the efficient administration of the course is hindered, a student may lose the opportunity to participate in the dual enrollment course, regardless of eligibility requirements for continued enrollment.
9. **STUDENT RECORDS:** The parties may provide personally identifiable student records to each other in the performance of this Agreement. Such records are provided pursuant to Section 1002.22(3)(d), Florida Statutes, and 20 U.S.C.A. 1232g. Each party further agrees to comply with Section 1002.22, Florida Statutes, and 20 U.S.C.A. 1232 f, including but not limited to provisions related to confidentiality, access, consent, length of retention, and security of student records.

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

1. Students with unsatisfactory progress reports should be counseled by the secondary school counselor immediately upon receipt of the college reports.

2. All students enrolled in dual enrollment classes will be graded on the same basis as other college students in the same courses. GAI will assign letter grades to each student/course and the letter grade assigned shall be posted to the student's secondary school transcript by the District. Instructors will submit grades to the student's secondary school and to ERAU.

3. An unsatisfactory final grade of W, D, F, or I in a single term, regardless of cumulative unweighted high school or college GPA will remove student eligibility to participate in dual enrollment. Students who have lost eligibility by earning a single unsatisfactory grade may apply for probationary status to retake one class, if offered. Courses may only be repeated once. Application for probationary status does not guarantee acceptance. Successful completion of courses while on probation will return the student to full status as a traditional dual enrollment student. Students who do not successfully complete their probation course(s) will not be able to take any further coursework while a high school student.

**M. Accountability**

This Agreement and the policies and allocation of responsibility shall be effective upon being signed by the representative authorized to commit the District 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 2022-2023 academic school year.
Appendix A

List of courses being in Duval County Public Schools:

### Fall 2022

<table>
<thead>
<tr>
<th>High School</th>
<th>Fall 2022 Courses</th>
<th>Instructor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrew Jackson (35)</td>
<td>SS130/ASC1010 History of Aviation in America</td>
<td>Fortenberry, Kyle</td>
</tr>
<tr>
<td>Andrew Jackson (35)</td>
<td>SS311/AMH3541 US Military History 1775-1900</td>
<td>Fortenberry, Kyle</td>
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<tr>
<td>Andrew Jackson (35)</td>
<td>AS120/ASC1000 Principles of Aeronautical Science</td>
<td>Johnson, Trent</td>
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<tr>
<td>Baldwin (38)</td>
<td>AS235/ASC2562 Unmanned Aircraft Systems and Cross Country Data Entry</td>
<td>Wells, John</td>
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<tr>
<td>Baldwin (38)</td>
<td>SF210/ASC2870 Introduction to Aerospace Safety</td>
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<td>Edward H. White (248)</td>
<td>SS130/ASC1010 History of Aviation in America</td>
<td>ADJUNCT - O'Donnell, Elisabeth</td>
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<td>ADJUNCT - Owczarek, Wendy</td>
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