

APPROVED below Address: 200069
 & Must go to



CONTRACT REVIEW FORM

To Board for Approval
 Dec meeting should work 4 months late

Date Submitted: 10/10/19
 Name of Contract Initiator: Michael Wingore
 Telephone Number: [redacted] Email: michael.w
 School/Department Submitting Contract: CIT

Vendor Name: Embry Riddle Aeronautical University (1907)
 Contract Title: Amendment Two Between Goetz Aerospace Institute, ERAU only

Contract Type: New Renewal Amendment Extension
 Date Original Contract Approved: Prior Year's Pricing:

Contract Term: 1 year: Renewal Option(s):

Contract Cost: [redacted] Payment Schedule (Monthly? Upon delivery? When Finished?):
 A decrease from 2018-19 (\$725,520) to 2019-20 (\$725,316)

Funding Source: 100 - 5100 - 730 - 9000 - 000

Strategic Plan Tie-in Explanation:

Pre-Approved by Superintendent or Designee? Yes No

Additional Information: Each year ERAU has to amend the original contract due to not knowing what the number for CAPE certificates will be. The amount is determined each year when industry negotiations are finalized.

better - The inconsistencies are minor but are a nuisance
 examples "Amendment 001" then "Amendment Two"
 AY / ASY

PACKAGE:

contract)*
 "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall herein stated."
 Workers' Compensation that meet these requirements:
 not Insured and Certificate Holder. Insurer must be rated as A- or better.
 1,000 General Aggregate.
 2,000 for Charter Buses).

Contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor

SBAO RECEIVED 10/17/19

REVIEWED BY:

School Board Attorney:
 Review Date: 10/24/19 Approved
 Other Department: Purchasing BPS
 Review Date: 10/16/2019
 Other Department:
 Review Date:

PLEASE ADDRESS COMMENTS BELOW:

Approved contingent upon
 1. New COI.
 2. Give board AY to ASY or put in a note saying "AY means Academic School Year."
 Are we using ASY or AY?
 Send to board

RECEIVED
 OCT 14 2019

**Amendment Two between Gaetz Aerospace Institute,
Embry-Riddle Aeronautical University and
The School Board of Clay County, Florida
Academic Years 2019-2020**

This Amendment Two (the "Amendment") is entered into effective August 1st, 2019 or on the last date approved by either party, whichever is later (the "Effective Date") and is by and between The School Board of Clay County, 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**)

1. Background. This Amendment pertains to the Agreement between the parties dated effective on January 23, 2018 in the amount of \$ 24,530.00 relating to the parties' agreement regarding dual enrollment/CTE courses for the 2017-20 academic years (the "Agreement"). The Amendment 001 sets forth the budget for ASY18-19 in the amount of \$25,530.00. This Amendment Two sets forth the budget for Academic School Year (ASY) 19-20 in the amount of \$25,316.00 as shown in Attachment A (Statement of Work and Budget) as a result of ERAU's provision of sections requested by the school DISTRICT for the ASY19-20 school year. The number of sections for ASY19-20 are set forth in Attachment A and the schedule of courses requested are attached in Appendix A.
2. Effective Date. The effective date of this Amendment is the date signed by all parties.
3. Definitions. The capitalized terms used herein shall have the same definitions set forth in the Agreement, unless specifically otherwise indicated in this Second Amendment.
4. Amendment. The Parties hereby agree to the following amendments to the Agreement including the term of this Amendment:
5. Article 3.0 of the Agreement stays the same unless otherwise changed by the DISTRICT.
6. Article 4.0 of the Agreement is deleted in its entirety and replaced with the following:

ARTICLE 4.0 PAYMENT

4.1 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 #A - <u>\$ 13,923.80</u> for ASY
May 01, 2020	Payment #B - <u>\$ 11,392.20</u> for ASY
Upon Receipt of Certification Dollars in AY 20-21 if Applicable	Payment #C - 5% CAPE Certification due for ASY

7. Article 9.0 of the Agreement stays the same unless otherwise changed by the DISTRICT.

Appendix A is deleted and replaced with the revised Appendix A that is attached. (List of Courses).

Except as specifically modified and amended herein, all remaining terms, provisions, requirements and specifications contained in the original Agreement and are in full force and effect.

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

For Embry-Riddle Aeronautical University

For Embry-Riddle Aeronautical University

_____	_____
Date	Dr. Nanette Guzman, Director, Office of Sponsored Research Administration

For the School Board of Clay County, Florida

Carol Y. Studdard, School Board Chair (Sign)

Date

Addison G. Davis, Superintendent (Sign)

Date

Attachment A

Statement of Work and Budget

AY 2019-2020 Course Sections

2019 Fall Semester/Spring Semester 2020

1. High School Course Sections	3
2. Dual Enrollment Course Sections	10
Total Sections	13

Course Monitor Fees	\$ 1,000
Faculty Costs	\$10,500
Fringe Benefits	\$ 3,332
Dual Enrollment Section Cost	\$ 5,000
High School Section Cost	\$ 750
Subtotal	\$ 20,582
Indirect Costs	\$ 4,734
Total Price	\$ 25,316

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:

Date of Final Execution	<u>\$ 13,923.80</u>	(55% of total due)
May 01, 2020	<u>\$ 11,392.20</u>	(45% of total + Amended amount)
Sub-total Due	\$25,316.00	
Total Due	\$25,316.00	+ 5% of Cape Certification Dollars upon receipt of funds in AY 19-20

Appendix A

List of courses being taught in The School Board of Clay County, Florida:

Fall 2019

Clay - Keystone Heights HS	AS	120	Principles of Aeronautical Science	ADJUNCT - George, Raymond
Clay - Keystone Heights HS	AS	120	Principles of Aeronautical Science	ADJUNCT - George, Raymond
Clay - Keystone Heights HS	AS	222	UAS Security	ADJUNCT - George, Raymond
Clay - Keystone Heights HS	AS	121		ADJUNCT -
Clay - Keystone Heights HS	AS	a	Private Pilot Operations	George, Raymond
Clay - Oakleaf High School	AS	120	Principles of Aeronautical Science	Hendrix, Shawna
Clay - Oakleaf High School	AT		AeroTech	Bowler, Ellis
Clay - Oakleaf High School	AT		AeroTech	Bowler, Ellis
Clay - Orange Park High School	EGR	101	Intro to Engineering	DeMarco, Mary

Spring 2020

Clay - Keystone Heights HS	AS	220	Unmanned Aircraft Systems	ADJUNCT - George, Raymond
Clay - Keystone Heights HS	AS	220	Unmanned Aircraft Systems	ADJUNCT - George, Raymond
Clay - Keystone Heights HS	AS	235	UAS Operation & Xctry Data Entry	ADJUNCT - George, Raymond
Clay - Keystone Heights HS	AS	121b	Private Pilot Operations	ADJUNCT - George, Raymond
Clay - Oakleaf High School	AS	220	Unmanned Aircraft Systems	Hendrix, Shawna
Clay - Oakleaf High School	AT		AeroTech	Bowler, Ellis
Clay - Oakleaf High School	AT		AeroTech	Bowler, Ellis
Clay - Orange Park High School			TBA - DE CS COURSE	DeMarco, Mary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415	CONTACT NAME: Laurie Kohler PHONE (A/C, No, Ext): (386) 239-7242 E-MAIL ADDRESS: lkohler@bbdaytona.com	FAX (A/C, No): (386) 323-9159	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC. 600 S. CLYDE MORRIS BLVD DAYTONA BEACH FL 32114	INSURER A: United Educators Insurance, a Reciprocal Risk Retention		10020
	INSURER B: The Travelers Indemnity Company		25658
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 2019-20 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			B8987U	07/01/2019	07/01/2020	EACH OCCURRENCE	\$ 1,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000					
		MED EXP (Any one person)	\$ 5,000					
		PERSONAL & ADV INJURY	\$ INCLUDED					
		GENERAL AGGREGATE	\$ 3,000,000					
		PRODUCTS - COMP/OP AGG	\$ INCLUDED					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY			8102N220184	07/01/2019	07/01/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		BODILY INJURY (Per person)	\$					
		BODILY INJURY (Per accident)	\$					
		PROPERTY DAMAGE (Per accident)	\$					
			\$					
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SCHOOL BOARD OF CLAY COUNTY

900 WALNUT ST
GREEN COVE SPRINGS

FL 32043

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE