

**Amendment Three between Gaetz Aerospace Institute,
Embry-Riddle Aeronautical University, Inc. and
The School Board of Clay County, Florida
Academic Years 2020-2021**

This Amendment Three (the "Amendment") is entered into effective July 1, 2020 or upon the date of the last signature, 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, Inc. 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"). Included in this Agreement are the following Amendments:

- Amendment 001 sets forth the budget for Academic Year (AY) 18-19 in the amount of \$ 24,530.00.
- Amendment Two sets forth the budget for Academic Year (AY) 19-20 in the amount of \$ 25,316.00.

This amendment extends the Agreement for the 2020-2021 academic year and adds \$26,529.00 to the contract. The number of sections for AY 20-21 are set forth in Attachment B and the schedule of courses requested are attached in Appendix B.

2. Effective Date. The effective date of this Amendment is July 1, 2020 or upon the date of the last signature, whichever is later.
3. Definitions. The capitalized terms used herein shall have the same definitions set forth in the Agreement, unless specifically otherwise indicated in this Third Amendment.
4. Amendment. The Parties hereby agree to the following amendments to the Agreement including the term of this Amendment:
5. 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 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 Final Execution	Payment of - <u>\$ 13,264.50</u> for ASY
April 1, 2021	Payment of - <u>\$ 13,264.50</u> for ASY
Upon Receipt of Certification Dollars in AY 21-22 if Applicable	Payment of - 5% CAPE Certification due for ASY

6. Article 6.0, Term and Termination, section 6.1, is hereby amended as follows:
 - a. This Agreement shall commence on the date of final execution and shall remain in effect until June 30, 2021 unless terminated earlier as provided in this Agreement or extended by the Parties in writing.
7. Article 18.0, 3rd paragraph is deleted in its entirety and replaced with the following:

For the purposes of this Agreement, if dual enrollment certification is earned on ERAU courses with CAPE certifications, the equitable distribution of funds is set at 5% to ERAU in year 1; 5% for year 2; 5 % for year 3; and 5% for year 4. 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.
8. Attachment A, Statement of Work and Budget, is hereby voided and replaced with Attachment B, Statement of Work and Budget, of which is attached hereto.
9. Appendix A, List of courses taught in The School Board of Clay County, Florida, is hereby voided and replace with Appendix B, List of courses taught The School Board of Clay County, Florida of which is attached hereto.
10. Attachment B, Terms and Conditions, page 11, paragraph A., is hereby amended as follows:

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 and provide optional years that will become active only after an amendment is signed with an updated Statement of Work (SOW). 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 impacts any academic year will take precedence.

11. Attachment B, Terms and Conditions, page 14, paragraph D, section 3, 3rd paragraph, A description of the process by which students and their parents exercise options to participate in the duel enrollment program, is hereby amended as follows:

In addition, a student will be sanctioned accordingly if found to violate any of the ERAU student code of conduct standards as outlined in the ERAU Student Handbook. This could include a sanction ranging from a warning to permanent dismissal from ERAU. <https://daytonabeach.erau.edu/campus-life/dean-of-students/honor/codes>

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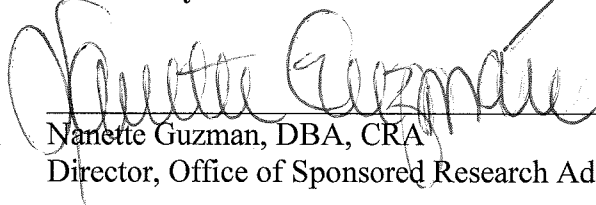
12. Attachment B, Terms and Conditions, page 21, paragraph M., Accountability, is hereby amended as follows:

This Agreement and the policies and allocation of responsibility shall be effective upon being signed by the representative authorized to commit the school districts and Gaetz Aerospace Institute of Embry-Riddle Aeronautical University, but shall be executed before registration for the fall term of the following school year. Courses of study and programs are to be incorporated into the Agreement before instruction begins. This Agreement shall be valid for the 2020-2021 academic school year.

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, Inc.



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

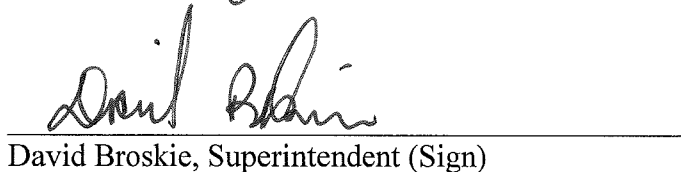
9/15/20
Date

For the School Board of Clay County, Florida



Carol Y. Studdard, School Board Chair (Sign)

9/13/2020
Date



David Broskie, Superintendent (Sign)

9/3/20
Date

Attachment B
Statement of Work and Budget

AY 2020-2021 Course Sections

2020 Fall Semester/Spring Semester 2021	
1. High School Course Sections	2
2. Dual Enrollment Course Sections	16
Total Sections	18
Course Monitor Fees	\$ 1,600
Faculty Costs	\$ 10,500
Fringe Benefits	\$ 968
Dual Enrollment Section Cost	\$ 8,000
High School Section Cost	\$ 500
Subtotal	\$ 21,568
Indirect Costs	\$ 4,961
Total Price	\$ 26,529

Grant funds will cover the cost of all technical training, travel for professional development, textbooks, Unmanned Aerial Vehicles, 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>\$ 13,264.50</u>	(50% of total due)
April 01, 2021	<u>\$ 13,264.50</u>	(50% of total + Amended amount)
Sub-total Due	\$ 26,529.00	
Total Due	\$ 26,529.00	+ 5% of Cape Certification Dollars upon receipt of funds in AY 20-21

Appendix B

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

Fall 2020

Fleming Island HS	AS	120	Principles of Aeronautical Science	Keller, David
Keystone Heights HS	AS	120	Principles of Aeronautical Science	ADJUNCT-George, Raymond
Keystone Heights HS	AS	120	Principles of Aeronautical Science	ADJUNCT-George, Raymond
Keystone Heights HS	AS	121a	Private Pilot Operations	ADJUNCT-George, Raymond
Keystone Heights HS	AS	235	UAS Ops & XCountry Data Entry	ADJUNCT-George, Raymond
Middleburg HS	AS	120	Principles of Aeronautical Science	Lee, Michael
Oakleaf High School	AS	120	Principles of Aeronautical Science	Hendrix, Shawna
Oakleaf High School			sUAS Safety Certification HS Course	Bowler, Ellis
Oakleaf High School			sUAS Safety Certification HS Course	Bowler, Ellis
Orange Park High School	EGR	101	Intro to Engineering	DeMarco, Mary Ellen

Spring 2021

Fleming Island HS	AS	220	Unmanned Aircraft Systems	Keller, David
Keystone Heights HS	AS	220	Unmanned Aircraft Systems	ADJUNCT-George, Raymond
	AS	220	Unmanned Aircraft Systems	
	AS	121b	Private Pilot Operations	
Keystone Heights HS	AS	222	UAS Security	ADJUNCT-George, Raymond
Keystone Heights HS	AS	220	Unmanned Aircraft Systems	ADJUNCT-George, Raymond
Keystone Heights HS	AS	220	Unmanned Aircraft Systems	ADJUNCT-George, Raymond
Middleburg HS			sUAS Safety Certification HS Course	Lee, Michael
Oakleaf High School			sUAS Safety Certification HS Course	Hendrix, Shawna
Orange Park High School	CS	223	Scientific Programming in C	DeMarco, Mary Ellen