

210017



CONTRACT REVIEW FORM

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED
DO NOT PLACE ITEM ON AGENDA
UNTIL REVIEW IS COMPLETED

Date Submitted:

7/28/20

Name of Contract Initiator:

Telephone Number:

Treasure Pickett

Email:

treasure.pickett@myclay.ky

School/Department Submitting Contract:

9007

(20006) net

Vendor Name:

Embry - Riddle Aeronautical University

Contract Title:

Amendment Three Between Gaetz Aerospace

Contract Type: New Renewal Amendment Extension

Date Original Contract Approved:

Prior Year's Pricing:

ERAU # SBAO

Contract Term:

1 year

Renewal Option(s):

2020-21
Upon Signed Amendment

Contract Cost:

Payment Schedule (Monthly? Upon delivery? When Finished?):

2018-19 - \$24,530, 2019-20 - \$25,316, 2020-21 - \$26,529.

Funding Source:

100.5100730.9007.0000

Strategic Plan Tie-in Explanation:

SBAO
RECEIVED
7/30/20

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 numbers for CAPE certificates will be. The amount is determined each year when industry certificates

REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE:

- Completed Contract Review Form
- SBAO Template Contract or other Contract
- SIGNED Addendum A (if not an SBAO Template Contract)*

are finalized. Also added two more high school courses.

*This Statement MUST BE included in the body of the Contract: "The terms and conditions of Addendum A are hereby incorporated into this Agreement and the same shall govern and prevail over any conflicting terms and/or conditions herein stated."

Certificate of Insurance (COI) for General Liability & Workers' Compensation that meet these requirements:

COI must list the School Board of Clay County, Florida as an Additional Insured and Certificate Holder. Insurer must be rated as A- or better.

General Liability = \$1,000,000 Each Occurrence & \$2,000,000 General Aggregate.

Auto Liability = \$1,000,000 Combined Single Limit (\$5,000,000 for Charter Buses).

Workers' Compensation = \$100,000 Minimum

[If exempt from Workers' Compensation Insurance, vendor/contractor must sign a Release and Hold Harmless Form. If not exempt, vendor/contractor must provide Workers' Compensation coverage.]

REVIEWED BY:	PLEASE ADDRESS COMMENTS BELOW:
School Board Attorney:	
Review Date: 7/30/20 JB	I'm good if we include the changes in red
Other Department: Purchasing BTB	See change written in red & pink tabs
Review Date: 7/29/2020	
Other Department:	
Review Date:	CHANGES MADE 8/17/20

RECEIVED
JUL 29 2020
PURCHASING

**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>

Remainder of page left blank intentionally

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

Date

For the School Board of Clay County, Florida

Carol Y. Studdard, School Board Chair (Sign)

Date

David Broskie, Superintendent (Sign)

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/01/2020

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 DeSandre PHONE (A/C, No, Ext): (386) 239-7242 FAX (A/C, No): (386) 323-9159 E-MAIL ADDRESS: ldesandre@bbdaytona.com	
INSURED EMBRY RIDDLE AERONAUTICAL UNIVERSITY, INC. 1 AEROSPACE BOULEVARD DAYTONA BEACH FL 32114		INSURER(S) AFFORDING COVERAGE INSURER A: United Educators Insurance A INSURER B: Church Mutual Insurance Company A INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10020 18767

COVERAGES **CERTIFICATE NUMBER:** 2020-21 **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 <input checked="" type="checkbox"/> PER LOC AGG GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			B8987U	07/01/2020	07/01/2021	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	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			036314 09-128448	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			B8987U	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 40,000,000 AGGREGATE \$ 40,000,000 \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	EDUCATORS LEGAL PROFESSIONAL LIABILITY			B8987U	07/01/2020	07/01/2021	25,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: KEYSTONE HEIGHTS HIGH SCHOOL, CLAY COUNTY, FL. SCHOOL BOARD OF CLAY COUNTY IS ADDITIONAL INSURED PER FORM CGL 08-2008.

CERTIFICATE HOLDER ✓ SCHOOL BOARD OF CLAY COUNTY 900 WALNUT ST GREEN COVE SPRINGS FL 32043	CANCELLATION 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
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DATE (MM/DD/YYYY)
07/07/2020

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COVERAGES **CERTIFICATE NUMBER:** 2020-21 **REVISION NUMBER:**

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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	07/01/2020	07/01/2021	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			036314 09-128448	07/01/2020	07/01/2021	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 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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	AUTHORIZED REPRESENTATIVE