

APPROVED

With Changes to Section 6.3, 8, 15, 16 and Date on page 1

180068

AGREEMENT / CONTRACT REVIEW FORM

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

Date Submitted: 6/27/17
 Contact Name (Person Overseeing the Contract): Peggy Brooks Telephone Number: 904-336-4500
 School/Department Submitting Contract: CTE / 9002
 Vendor Name: Unmanned Safety Institute Inc.
 Contract Title: USI STEM CURRICULUM + CERTIFICATION AGREEMENT
 Contract Type: New Renewal Amendment Extension
 Date Original Contract Approved: N/A Prior Year's Pricing: N/A
 Contract Term: 1 year Can be renewed by both parties in writing.
 Contract Cost: 3500⁰⁰ Payment Schedule (Are the payments made monthly, when task is finished, etc): Payment required in advance of materials being delivered.
 Funding Source: Industry Certification Funds

Strategic Plan Tie-in Explanation: Industry Certifications earned through secondary CTE programs and courses are an important component to Florida's education system. Students earn certifications which are nationally recognized. These certifications provide local and state workforce needs in emerging occupations.
 Background/Discussion/Research/Alternatives: USI provides flight safety education materials to students seeking certification in "Small UAS Safety Certification" (operating drones). USI will train 2 teachers in the necessary credentials to instruct these students. They provide online training and student workbooks as well as testing upon program completion.
 This vendor was chosen because they provided the program previously to students of Clay County through Embry Riddle Univ.

CONTRACT REVIEW REQUIRED DOCUMENTS ATTACHED If more space is needed, please attach Word document.
 Completed Contract Review Form
 Original Contract and all Terms & Conditions that apply with the Contract
 SIGNED SBCC Addendum A *
 *This Statement MUST BE written on Original Contract: The terms and conditions included in Addendum A shall be incorporate into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.
 Certificate of Insurance (COI) that meet these requirements:
 COI must list the School Board of Clay County as Additional Insured and as 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 they must sign a SBCC Release and Hold Harmless Form. If they are not exempt, they must provide Workers' Compensation COI.)

RECEIVED
JUN 27 2017
PURCHASING

Requested COI

Approvals	Comments	
Superintendent:	Approved	Denied
Review Date:		
District's Attorney:	Approved	Denied
Review Date:		
Information & Technology:	Approved	Denied
Review Date: 7/27/17	BS	
Finance:	Approved	Denied
Review Date: 7/17	OM	
Insurance Certificate:	Approved	Denied
Review Date: 7/10/17	BTS	per Bogata & Echris Meeting 8/2/2017
Purchasing:	Approved	Denied
Review Date: 7/6/17	BTS	#6, #8, #15, #16, #21 - defers to addendum A. Need Current date on page 1.

See page 7 Addendum Prevalis

USI STEM CURRICULUM & CERTIFICATION AGREEMENT

This USI STEM Curriculum and Small UAS Certification Agreement, entered into on August 1, 2017 ("Effective Date"), is between Unmanned Safety Institute, Inc. ("USI"), having its principal office at 4240 Airport Road, Cincinnati, Ohio 45226, and **Oakleaf High School** ("PARTNER"), having its principal place of business at **4035 Plantation Oaks Boulevard, Orange Park, FL 32065**.

This USI STEM Curriculum and Small UAS Certification Agreement contains the terms and conditions for all services to be provided to the PARTNER under this Agreement. This USI STEM Curriculum and Small UAS Certification Agreement together with any and all attachments ("Attachments") as referred to as the "Agreement."

USI and PARTNER may each be referred to herein as a "party" and collectively as the "parties."

1. THE USI CURRICULUM & SMALL UAS CERTIFICATION.

- 1.1. PARTNER will provide USI developed and approved STEM curriculum programs to its students in the K-12 grade level via personnel elected and employed by PARTNER.
- 1.2. USI shall deliver USI curriculum including industry-recognized flight safety education materials via online offering and textbook/workbook presentation as a means to provide training to students seeking to obtain USI's Small UAS Safety Certification.
- 1.3. The Small UAS Safety Certification provides students with a professional industry recognized competency to assist in preparing them for a career piloting Unmanned Aircraft Systems (UAS). To this end, USI has adopted the traditional aviation safety approach and shall require all UAS students enrolled in its STEM curriculum to have a working understanding of safety management practices, community-based safety standards, professionalism, and crew resource management. This curriculum is presented for a total of 155 contact hours.

2. USI RESPONSIBILITIES.

- 2.1. USI shall provide PARTNER access to its digital learning management system (LMS) textbook or workbook materials for students, technical and instructor support, and issuance of student examinations for those wishing to obtain certification. Upon commencement of agreement, USI shall provide PARTNER with scheduling options for PARTNER employed instructors to receive their preparation and certification to instruct the acquired USI curriculum.
- 2.2. USI shall manage student profiles and records.

3. PARTNER RESPONSIBILITIES.

- 3.1. PARTNER shall offer and instruct the curriculum at a location designated by and under the control of PARTNER. At the designated location, PARTNER shall provide the necessary tools and resources to adequately present the material to students.
- 3.2. In the event USI personnel are invited to be present at any point during the instruction and presentation, PARTNER warrants that all workplace conditions to which USI employees and contractors will be exposed shall be in compliance with all laws and regulations applicable to PARTNER, and that the designated outdoor AO space shall be in compliance

with all applicable Federal Aviation Administration ("FAA") Regulations including but not limited to Sections 331-336 of the FAA Modernization and Reform Act of 2012.

- 3.3. PARTNER, at its sole cost and expense, is responsible for any other purchases or leases of additional equipment PARTNER desires to incorporate into the instruction that is not required by USI.
- 3.4. The first PARTNER hosted class session shall commence at a date to be determined by PARTNER and continue according to PARTNER's existing academic calendar.
- 3.5. All students shall be enrolled by the PARTNER, who is responsible for providing student information to USI. PARTNER is responsible for payment to USI for all instructor and student materials and subsequent examinations.
- 3.6. PARTNER shall be responsible for marketing and promoting the program as well as designating instructors and recruiting students.

4. **TERM AND TERMINATION.**

- 4.1. This Agreement commences on the Effective Date for a period of one (1) calendar year, and may be extended as agreed to by the parties in writing. This Agreement shall govern the Services under any fully executed Amendment until the Services are terminated or complete
- 4.2. Unless otherwise provided in an Amendment, PARTNER or USI may, upon giving ninety (90) days prior written notice, terminate this Agreement for convenience in accordance with this Subsection 4.2. Unless otherwise provided in an Amendment, if PARTNER terminates this Agreement for convenience under this Subsection 4.2, then PARTNER will not be entitled to any reimbursement as payment is due prior to commencement of instruction.
- 4.3. In the event of a material breach by either party, the non-breaching party shall provide the other party with written notice and a ten (10) day opportunity to cure such breach prior to the actual termination.
- 4.4. In the event either party becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation, insolvency, or the appointment of a receiver or similar officer, makes an assignment for the benefit of all or substantially all of its creditors or enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations, the other party may immediately terminate this Agreement by giving written notice to the other party.

5. **PRICING.**

- 5.1. Upon execution of this Agreement, PARTNER shall be invoiced a total of Three Thousand Five-Hundred dollars (\$3,500.00), according to the following items:
 - The price for PARTNER to acquire the Small UAS Safety Certification curriculum and approval to deliver to its students for one calendar year shall be Three Thousand Five-Hundred Dollars (\$3,500.00). This bundle will include (15) Workbooks & (15) Exams at no extra cost. Additional Workbooks & Exams will need to be purchased separately per the costs indicated below.

Payment shall be required in full for PARTNER to receive all necessary access and materials.

- 5.2. The price for PARTNER to procure workbooks shall be seventy-nine dollars (\$79.00) per student workbook and shall be invoiced separately.
- 5.3. The price to PARTNER for issuance of student examination shall be ninety-nine dollars (\$99.00) per student and shall be invoiced separately upon the full delivery of the Small UAS Safety Certification exam.
- 5.4. USI and PARTNER shall be solely responsible for their own costs and expenses incurred with the Services, responsibilities and duties to be provided by each of them under this Agreement.

6. **CONFIDENTIAL MATTERS AND PROPRIETARY ITEMS.**

6.1. During the course of this Agreement, each party may be given access to certain confidential and proprietary information that relates to the other's past, present, and future research, development, business activities, products, services, financial and business data, technical data, manuals, forms, records, trade secrets, methods, strategic plans, and sales and marketing information ("Confidential Information"). Each party agrees to protect the Confidential Information of the other party in the same manner that it protects the confidentiality of its own Confidential Information of like kind, but in no event will either party exercise less than reasonable care in protecting such Confidential Information. Unless authorized to do so in writing by an officer of the other party hereto, neither party nor any third party acting on its behalf, will for any reason at any time use or disclose to any person or party any Confidential Information of the other party hereto or affiliated companies, except to the extent necessary for the purposes under this Agreement and provided that the recipients of Confidential Information are bound by confidentiality requirements that are at least as restrictive as those contained herein. The obligation to keep such information confidential will not extend to: (i) information which is or becomes a matter of public record through no fault of receiving party, (ii) information which can be shown to have been legally disclosed to the receiving party by a third party without restrictions as to disclosure, and (iii) information which is independently developed without the use of the disclosing party's Confidential Information. Disclosure of Confidential Information will not be precluded if such disclosure is in response to a valid order of a court or other governmental body of the United States or is otherwise required to be disclosed by law, provided however, that the receiving party so required to disclose shall first give ten (10) days written notice, if allowed by law, to the disclosing party so that the disclosing party may seek an appropriate protective order.

6.2. In the course of performance hereunder, USI may use products, materials, tools and methodologies that are proprietary to USI or to third parties (collectively "Proprietary Items"). As between PARTNER and USI, Proprietary Items including all intellectual property rights contained therein, that are owned by USI are the Confidential Information of USI. PARTNER shall have no rights in USI Proprietary Items (or in any modifications or enhancements to them) other than to use them as part of the delivered Services.

7. **DATA SECURITY.** USI shall maintain reasonable: (i) safeguards against the destruction, loss or alteration of data provided by PARTNER to USI ("PARTNER Data"), (ii) safeguards against the unauthorized access to such PARTNER Data, and (iii) network and internet security procedures, protocols, security gateways and with firewalls with respect to such PARTNER Data in accordance with standard commercial practices.

8. **LIMITATION OF LIABILITY AND DAMAGES.** USI's entire liability to PARTNER for any loss, liability or damage, including attorney's fees, for any claim arising out of or related to this Agreement, any Attachment or the Services, regardless of the form of action, will be limited to PARTNER's actual direct out-of-pocket expenses which are reasonably incurred by PARTNER and will not exceed the amount of fees paid to USI by PARTNER under this Agreement. **IN NO EVENT WILL USI BE LIABLE TO PARTNER FOR LOST PROFITS, CONSEQUENTIAL DAMAGES, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF THE BASIS OF THE CLAIM.**
9. **WORK PRODUCT.** In the event any work product (including but not limited to training materials, programs, software, designs, documentation, inventions, discoveries, ideas, processes, solutions, USI Proprietary Items and hardware) is produced, used or made by USI in the context of performing the Services hereunder ("Work Product") such Work Product and all copies thereof will not be deemed "work for hire" and will be owned exclusively by USI. USI hereby grants to PARTNER a non-exclusive, perpetual, non-assignable and non-transferable license to use the Work Product during the term of this Agreement. PARTNER shall take reasonable measures to guard against use of the Work Product by its employees, contractors and agents which is in any manner inconsistent with this limited license. The license granted hereunder will commence upon delivery of the Work Product, is subject to PARTNER's payment in full of the price for the Work Product, and will continue during the term of this Agreement unless USI provides written notice of a breach of this Section 9 of this Agreement by PARTNER and a ten (10) day opportunity to cure such breach, and then PARTNER fails to cure such breach, then this license shall be subject to cancellation upon written notice from USI to PARTNER. Cancellation for any reason pursuant to this Section 9 of this Agreement will not affect the sums due hereunder or any additional remedies provided by law or equity except to the extent limited by Paragraph 8. In no event will USI be precluded from developing for itself, or for others, materials which are competitive with, or similar to, the Work Product. In addition, USI shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of providing Services.
10. **USI's EXCLUSIVE WARRANTIES.**
- 10.1. USI warrants that it will provide the Services and perform the responsibilities in a good and workmanlike manner in substantial compliance with this Agreement and the Exhibits.
- 10.2. Each party represents and warrants that (i) it has the full right and authority to enter into this Agreement, perform its obligations under this Agreement, grant all of the rights granted by it under this Agreement; (ii) that the execution and delivery of this Agreement has been duly authorized; (iii) that it is in sound financial condition and can pay all of its debts as and when they become due; and (iv) that no approval or other action by a third party is required in connection with its execution and performance of this Agreement.
- 10.3. USI hereby represents and warrants that it is the owner or authorized licensee of all Proprietary Items, including all intellectual property rights contained therein, used by USI and/or provided to PARTNER under this Agreement.
- 10.4. **THE FOREGOING ARE THE EXCLUSIVE WARRANTIES OF USI REGARDING ITS SERVICES AND WORK PRODUCT UNDER THIS AGREEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION 10 OR IN AN ATTACHMENT, USI DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

11. **ADDITIONAL OBLIGATIONS.** Each party shall perform its obligations and conduct its business in compliance with federal, state and local laws, rules, orders and regulations applicable to its business, including, without limitation, all safety, health, and environmental regulations. The parties shall cooperate with each other, as reasonably requested, as needed for compliance with all laws, regulations and policies.
12. **RELATIONSHIP OF PARTIES.** The relationship between USI and PARTNER created by this Agreement is one of vendor (USI) and client (PARTNER) and under no circumstances is: (i) any employee or contractor of USI or PARTNER to be deemed an employee of the other party, and (ii) USI or PARTNER a legal agent or representative of, nor do they have the power to bind, assume or create any obligation or responsibility on behalf of the other party. Each party's resources will be subject solely to the control, supervision and authority of such party, except as otherwise set forth in this Agreement or as mutually agreed upon by the parties.
13. **HIRING RESTRICTION.** PARTNER and USI each acknowledge that their employees and contractors are valuable assets of their respective organizations. Accordingly, neither party will hire or solicit to hire the other party's Protected Personnel without the other party's prior written consent. For the purposes of this Agreement, "Protected Personnel" means any employee or contractor of the parties who has worked, aided or assisted in the provision of the Services during the twelve (12) month period prior to the offer of employment.
14. **ASSIGNMENT.** Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party except this Agreement may be assigned in whole without such consent to the successor in interest to substantially all of the business and assets of such party. Written notice of the assignment must be delivered to the other party prior to the date of such assignment. This Agreement will be binding upon, inure to the benefit of, and be enforceable by, the respective successors and assigns of the parties hereto.
15. **GOVERNING LAW, JURISDICTION AND VENUE.** This Agreement will be governed by and construed under the laws of the State of Florida without regard to Florida conflicts of law principles. The parties agree that any suit, action or proceeding, arising out of or related to this Agreement, shall be instituted only in the common pleas court or the United States District Court located in Clay County, Florida. Each party expressly waives any objection it may now or hereafter have to the laying of the venue of any such suit, action or proceeding in such courts, and irrevocably submits to the jurisdiction of such courts in any such suit, action or proceeding.
16. **DISPUTE RESOLUTION.** In the event of any controversy, dispute or question arising out of, or in connection with, or in relation to, this Agreement or any Attachment, the parties will work together in good faith first, to resolve the matter internally by escalating the matter to higher levels of management within each party, and then if unsuccessful in resolving the controversy, dispute or question, to mediate the dispute within thirty (30) days after good faith attempts at internal resolution having failed, using a mutually agreed mediator or mediation service located in Clay County, Florida prior to resorting to litigation. In the event that the parties fail to resolve their issues through mediation, either party may resort to litigation subject to Section 17 above. Disputes involving non-payment, confidentiality obligations, non-compete obligations, hiring restrictions or intellectual property rights are excluded from this provision, in which case either party shall be free to immediately proceed to litigation subject to Section 17 above. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of Rule 408 of the Federal Rules of Evidence or any comparable state or country provision.
17. **SURVIVAL OF TERMS.** The following Sections of this Agreement will survive the termination of this Agreement: Sections 5 (Pricing and Revenue Sharing), 6 (Confidential Matters and Proprietary

Items), 8 (Limitation of Liability and Damages), 9 (Grant of License in Work Product), 10 (Exclusive Warranties), 15 (Hiring Restriction), 17 (Governing Law), 18 (Dispute Resolution), 19 (Survival of Terms), 20 (Waiver), 21 (Notices), and 22 (Severability).

18. **WAIVER.** No waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing signed by the party granting the waiver.
19. **NOTICES.** Any notice required or permitted to be given hereunder must be in writing to the party at such address indicated on the first page of this Agreement (or at such other address as such party specifies to the other party in writing) and will conclusively be deemed to have been received by its recipient: (i) on the same business day it is personally delivered, (ii) one (1) day after it is deposited for overnight delivery with a nationally recognized overnight delivery service, or (iii) if sent by certified mail postage prepaid and return receipt requested, such notice will conclusively be deemed to have been received on the third (3rd) business day after mailing. Notices shall be delivered to:

For USI:


Aaron Greenwald, President
Unmanned Safety Institute, Inc.
4240 Airport Road, Suite 300
Cincinnati, Ohio 45226

For PARTNER:

Shawna Hendrix, Teacher
Oakleaf High School
4035 Plantation Oaks Boulevard
Orange Park, FL 32065

20. **SEVERABILITY.** If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same shall not affect the other terms or provisions thereof or the whole of this Agreement, but such term or provision will be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the parties will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the agreements of the parties herein set forth.
23. **FORCE MAJEURE.** Each party will be excused from performance under this Agreement for any period and to the extent that is prevented from performing any obligations pursuant to this Agreement, in whole or in part, as a result of a Force Majeure Event. If either party is prevented from, or delayed in performing any of its obligations under this Agreement by a Force Majeure Event, it shall promptly notify the other party of the occurrence of a Force Majeure Event and of the obligations which are delayed or prevented due to the Force Majeure Event. Such party shall continue to use reasonable efforts to recommence performance whenever and whatever extent possible without delay. A "Force Majeure Event" means the occurrence of an event or circumstance beyond the reasonable control of a party, provided that: (i) the non-performing party is without fault in causing or failing to prevent such occurrence and (ii) such occurrence cannot be circumvented through the use of commercially reasonable alternative sources, work around plans or other means.
21. **ENTIRE AGREEMENT.** This Agreement supersedes all proposals, negotiations, or discussions heretofore had between the parties related to the subject matter. This Agreement constitutes the complete agreement between the parties and will not be modified or amended without the prior written consent of both parties

IN WITNESS WHEREOF, USI and PARTNER are signing this USI STEM Curriculum & Certification Agreement on the dates set forth below and when signed by authorized personnel of both parties, shall become effective as of the Effective Date.

Signature:  _____

Name: Joshua L. Olds

Title: Vice President

Date: 08/15/2017 _____

Signature: _____

Name: _____

Title: _____

Date: _____

***The terms and conditions in Addendum A shall be incorporated into this agreement. If there are any conflicts in the language provided in the agreement and that of Addendum A, then the language provided in Addendum A shall prevail.

ADDENDUM A

Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat. , or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.

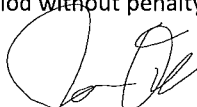
The venue for litigation of disputes shall only be in the State of Florida and venue shall be in state courts located in Clay County, Florida.

Employees of Vendor shall, at their own expense, submit to and pass a fingerprint based background check as required by F.S. 1012.465 prior to having any direct contact with students in furtherance of this agreement or entering upon school grounds when students are present. In the alternative, School may, in accordance with F.S.1012.468, exempt Vendors employees from this requirement only if Vendors employees are, at all times, under the direct line of sight supervision of a School employee who has submitted to and passed a level 2 background check. Vendor may satisfy the requirement for a background check by supplying School proof that Vendor employees have passed such a screening for another school district and that said background check is still valid.

Charter Bus Companies shall only provide drivers who have completed the above process. Charter Bus Companies shall provide drivers names to school at least two (2) working days prior to scheduled date of service for verification that the driver has passed a fingerprint background check and is on the School Board's approved listing.

Vendor must provide a Certificate of Insurance. Certificate of Insurance must have an A- or better rating and carry General Liability and Workers' Compensation. Certificate of Insurance must make the School Board of Clay County an additionally insured as well as the Certificate Holder.

In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and any resulting contract shall terminate on the last day of the current fiscal period without penalty or expense to the School Board.



Authorized Signature
Vendor Name

06/27/2017

Date

