



**AGREEMENT BETWEEN
THE SCHOOL BOARD OF CLAY COUNTY
AND
EMBRY-RIDDLE AERONAUTICAL UNIVERSITY, INC.
AMENDMENT 001**

This is an Amendment of the Primary Agreement effective date signed April 2nd, 2014 for the Period of Performance of April 2nd, 2014 to June 30, 2015 by and between the School Board of Clay County, Clay County, a school district within the State of Florida (hereinafter referred to as the **DISTRICT**), and Embry-Riddle Aeronautical University, a not-for-profit organization in the State of Florida (hereinafter referred to as **ERAU**).

ERAU and DISTRICT shall be referred to individually as "Party" and collectively as "Parties."

WHEREAS the **DISTRICT** is a school district within the State of Florida;

WHEREAS **ERAU** is an established university specializing in teaching the science, practice and business of the world of aviation and aerospace;

WHEREAS The Parties have entered into a contract, hereinafter referred to as the Primary Agreement, to establish a program within the **DISTRICT** where **ERAU** will teach **ERAU** courses with credentialed faculty at schools or locations of the **DISTRICT's** choosing, a program known as the Aerospace Career Academy (**ACA**).

NOW THEREFORE the Parties agree as follows:

1.0 INTERPRETATION

- 1.1 The Parties agree that this is an amendment to the Primary Agreement.
- 1.2 The Parties agree that the purpose of this Amendment 001 is to provide for the addition of course sections to be offered during the 2014-15 Academic Year.
- 1.3 The Parties agree that the purpose of this Amendment 001 is to provide for the addition of the updated, current Statement of Work, attached hereto and identified as Attachment A.
- 1.4 The Parties agree that Amendment 001 does not modify any articles, provisions, procedure, or responsibility contained in the Primary Agreement, unless specifically described in Amendment 001.

2.0 OBJECTIVES

The objective of Amendment 001 is to provide 7 additional course sections to be taught during the 2014-15 Academic Year at the following High Schools:

1. 2 Sections – Keystone Heights Jr/Sr High School
2. 2 Sections – Orange Park High School
3. 3 Sections – Oakleaf High School

3.0 PAYMENT

- 3.1 The cost for the additional 7 course sections to the **DISTRICT** is as outlined in the Budget, attached hereto and identified as Attachment B.

IN WITNESS WHEREOF, this Amendment 001 has been duly executed by the duly authorized representatives of the Parties on the date written.

For School Board of Clay County

Carol Studdard
School Board Chairperson

Date

For Embry-Riddle Aeronautical University

Nan Guzman
Director Office of Sponsored Research Administration

Date

ERAU CONTACT for *Contractual Issues*:
Nan Guzman, Director
Sponsored Research Administration
guzmann2@erau.edu
386-226-7695

Attachment A
Statement of Work

Objectives

The objective of this Statement of Work is to establish or continue an Embry-Riddle Aeronautical University (ERAU) Aerospace Career Academy (ACA) at schools or locations of the DISTRICT's choosing.

The objective of the ACA is to introduce selected high school students to collegiate and professional trade-level study with a focus on professional aeronautical topics leading to both high school graduation credits and college credits for courses completed.

ACA courses will be taught by adjunct and/or DISTRICT faculty hired by mutual agreement of ERAU and the DISTRICT wherein they will be credentialed and qualified to teach under the criteria established by the Southern Association of Colleges and Schools (SACS).

Contribution of the DISTRICT

Subject to ERAU's contribution indicated hereafter in this Agreement, the DISTRICT will take the following responsibilities with respect to the program including, without limitation:

- Administrative supplies, to include general office supplies, paper, printing and copy services, postage, and telephones consistent with the DISTRICT'S standards for such materials and services.
- Classrooms, classroom furniture and instructional technology compatible with ERAU standards for classroom instruction.
- Access to a computer lab with Flight Training Software if required by course.
- Direct and convenient access to a SCANTRON test reader.
- Allow ERAU reasonable use of the DISTRICT's logo in publications related to the ACA.
- Carefully select students with a minimum GPA of 2.0. The School Principal or designee may nominate a student for reconsideration if they deem this student to be of high potential/low interest in traditional programming. Students must be interested in post-secondary education.
- Provide ACA Faculty with require release time to attend professional development at locations of ERAU choosing.
- School guidance counselors must work with ERAU ACA Student Services Specialist to ensure all students are processed within a timely manner for registration, drop/add or withdrawal circumstances.
- Report student attendance, department, and grades as required by the DISTRICT, ERAU, State of Florida, and Federal policies and regulations.
- Conduct parent-teacher meetings and conferences as required by the DISTRICT.
- "White List" the online resources necessary for the successful implementation of the ACA program.
- Grant access to the District Grading and Attendance Systems to all ACA Faculty.
- Subject to ERAU's contribution, the DISTRICT will use all reasonable efforts in order for the ACA program to succeed, which undertaking is not a guarantee of success of the program. The DISTRICT will however diligently advise ERAU in the event that the problem(s) occur, be they technical, financial or others, which significantly impact the program to the extent that it can no longer be pursued.

Contribution of ERAU

- Be the Office of Primary Responsibility (OPR) through its Department Chair, Aeronautical Science, ERAU Daytona Beach Campus.
- Represent the program to the FAA, SACS, and other relevant agencies.
- Assist the DISTRICT with student recruiting and retention.
- Maintain the curriculum and various class syllabi.
- Assist the DISTRICT with the acquisition of appropriate course materials, such as textbooks, tools, hardware, and software.
- Credential faculty for each course as approved by the DISTRICT and ERAU.
- Provide professional development to maintain a high quality of instruction within the ACA.
- Provide appropriate liaison between the ACA and ERAU departments, such as Admissions, Registration, Financial Aid, Library, Information Technology, Book Store, and appropriate academic departments, program managers, and course monitors.
- Grant the DISTRICT reasonable use of its logo in publications related to the ACA.

Program Details

In coordination, the DISTRICT and ERAU may adjust the list of duties above by addendum to the Agreement.

At the end of each academic semester, DISTRICT faculty will report the grades of all ACA students to both the DISTRICT and to the ERAU Records and Registration Office. The ERAU Records and Registration Office will maintain academic records on all ACA students.

At the request of any student, ERAU will forward that student's ERAU transcript to any academic, government, or private organization or institution. A nominal administrative fee will be charged for this service.

Attachment B

Budget

Clay County AY15 – 7 sections

| | |
|-------------------------------|----------------|
| Salaries, Wages | \$ 755 |
| Operational Expense | \$3,750 |
| <u>IDC/F&A**</u> | <u>\$1,035</u> |
| Total Firm Fixed Price | \$5,540 |

***Indirect costs – IDC/Facilities & Administration - F&A rate is determined by the Department of Health and Human Services which is the cognizant agency for Embry-Riddle. The Dept. of HHS has determined that the rate of 23% shall be applied to all contracts or grants where the research, development or instruction is conducted off campus. Rate agreement available upon request.*

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 for AY15 will be due as follows:

| | | |
|------------------|----------------|--------------------|
| August 01, 2014 | \$2,216 | (40% of total due) |
| January 01, 2015 | \$1,939 | (35% of total due) |
| May 01, 2015 | \$1,385 | (25% of total due) |
| Total Due | \$5,540 | |