

**FOLLOW ALL PROCEDURES ON BACK OF THIS FORM**

Contract # 240028  
Number Assigned by Purchasing Dept.



**CONTRACT REVIEW**

BOARD MEETING DATE:

WHEN BOARD APPROVAL IS REQUIRED DO NOT PLACE ITEM ON AGENDA UNTIL REVIEW IS COMPLETED  
 Must Have Board Approval over \$100,000.00

Date Submitted: 7/27/23  
 Name of Contract Initiator: Treasure Pickett Telephone #: 904-336-6918  
 School/Dept Submitting Contract: K12 - Sec. Ed. Cost Center # 9007  
 Vendor Name: Embry - Riddle Aeronautical Univ.  
 Contract Title: Am. One between Gaetz Aero Inst, Embry Riddle and SBCC  
 Contract Type: New  Renewal  Amendment  Extension  Previous Year Contract # 236024  
 Contract Term: 1 year 6-30-25 Renewal Option(s):  
 Contract Cost: 42,308.00 \$35328.-

**BUDGETED FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**  
 Funding Source: Budget Line # 100-5100130-9007-0000  
 Funding Source: Budget Line # \_\_\_\_\_  
 **NO COST MASTER (COUNTY WIDE) CONTRACT - SEND CONTRACT PACKAGE DIRECTLY TO PURCHASING DEPT**  
 **INTERNAL ACCOUNT - IF FUNDED FROM SCHOOL IA FUNDS – SEND CONTRACT PACKAGE DIRECTLY TO SBAO**

**REQUIRED DOCUMENTS FOR CONTRACT REVIEW PACKAGE (when applicable):**  
 \_\_\_\_\_ Completed Contract Review Form  
 \_\_\_\_\_ SBAO Template Contract or other Contract (NOT SIGNED by District / School)  
 \_\_\_\_\_ SIGNED Addendum A (if not an SBAO Template Contract) - When using the Addendum A, 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].  
 \_\_\_\_\_ State of Florida Workers Comp Exemption (<https://apps.fldfs.com/bocexempt/>) (If Applicable) is attached.  
 \_\_\_\_\_ Release and Hold Harmless (If Applicable)

**\*\*AREA BELOW FOR DISTRICT PERSONNEL ONLY \*\***

CONTRACT REVIEWED BY:	COMMENTS BELOW BY REVIEWING DEPARTMENT
Purchasing Department <u>BPB</u>	_____
Review Date <u>8/1/23</u>	_____
School Board Attorney <u>SB</u>	_____
Review Date <u>8/3/23</u>	_____
Other Dept. as Necessary	_____
Review Date	_____

PENDING STATUS:  YES  NO **IF YES, HIGHLIGHTED COMMENTS ABOVE MUST BE CORRECTED BY INITIATOR**

FINAL STATUS:  **APPROVED** DATE: 8-8-23

RECEIVED  
PURCHASING  
8/27/2023

SBAD RECEIVED 8/2/2023

Explanation of the cost increase

**Amendment One to  
Dual Enrollment Agreement between Gaetz Aerospace Institute,  
Embry-Riddle Aeronautical University, Inc. and  
The School Board of Clay County, Florida  
Academic Years 2022-2025**

This Amendment One (the "Amendment") is entered into effective as of date of the last signature below (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**) and collectively referred to as "Parties".

WHEREAS, The Parties entered into a Dual Enrollment Agreement effective August 1, 2022 through June 30, 2025 ("Agreement"); and

WHEREAS, the Parties desire to amend the Agreement to address various mutually agreed upon changes to the Agreement.

NOW, THEREFORE, in consideration of the covenants, agreements, terms and conditions set forth below, the Parties, intending to be legally bound, do hereby agree as follows:

1. Article 3.0 of the Agreement is voided and replaced with the following:
- 2.

Invoices shall be submitted to:

Name & Title: Laurie Woolwine,  
Administrative Assistant  
23 S. Green Street  
Green Cove Springs, FL 32043  
904-336-6919  
[Laurie.woolwine@myoneclay.net](mailto:Laurie.woolwine@myoneclay.net)

Payment shall be remitted to:

Daytona Grants & Contracts Requests  
Embry-Riddle Aeronautical University  
1 Aerospace Blvd  
Daytona Beach, FL 32114-3900  
386-226-6212  
[dbgcars@erau.edu](mailto:dbgcars@erau.edu)

3. Article 4.0 of the Agreement is voided and replaced with the following:

**ARTICLE 4.0 PAYMENT**

4.1 **DISTRICT** will make payment for the academic year in accordance with Attachment A AY 23-24, for those courses set forth in Appendix A AY 23-24, both of which are attached hereto and incorporated into this Agreement.

4.2 Payments for verified invoices for the academic school year (ASY) will be due as follows:

Date of Final Execution  
First business day in March

50% of total amount due for ASY  
50% of total amount due for ASY

Upon Receipt of Certification  
Dollars in AY 24-25 if Applicable

Payment of - 5% CAPE  
Certification due for ASY

4. Except as expressly modified herein, the terms and conditions of the Memorandum of Understanding remain unchanged. In the event of a conflict between the terms of this Amendment, and those of the Memorandum of Understanding, the District and ERAU agree that the terms of this Amendment shall prevail and control.

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

**For Embry-Riddle Aeronautical University**

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

\_\_\_\_\_  
Date

**For the School Board of Clay County, Florida**

\_\_\_\_\_  
Sign and print, Chair

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
David Broskie, Superintendent

Date: \_\_\_\_\_

Attachment A AY 23-24

Statement of Work and Budget

AY 2023-2024 Course Sections

2023 Fall Semester/Spring Semester 2024

1. Dual Enrollment Course Sections	18
2. High School Course Section	3
3. Middle School Course Section	
<b>Total Sections</b>	<b>21</b>
Course Monitor Fees	\$ 1,800.00
Faculty Costs (Adjunct)	\$15,750.00
Fringe Benefits	\$ 1,422.00
Dual Enrollment Section Cost	\$ 9,000.00
High School Section Cost	\$ 750.00
Middle School Section Cost	\$ 0.00
<b>Subtotal</b>	<b>\$28,722.00</b>
<b>Indirect Costs</b>	<b>\$ 6,606.00</b>
<b>Total Price</b>	<b>\$35,328.00</b>

*Grant funds will cover the cost of all technical training, travel for professional development, textbooks, UAVs, 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>\$17,664.00</u>	(100% of total due)
March 1, 2023	<u>\$17,664.00</u>	
<b>Total Due</b>	<b>\$ 35,328.00</b>	+ 5% of Cape Certification Dollars upon receipt of funds in AY24

## Appendix A AY 23-24

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

#### Fall 2023

Location	Title	Instructor
Fleming Island HS	AS 120 - Principles of Aeronautical Science	David Keller
Keystone Heights HS	HSI 110 - Introduction to Homeland Security	Richard Hall
Keystone Heights HS	AS 120 - Principles of Aeronautical Science	Raymond George-ERAU
Keystone Heights HS	AS 120 - Principles of Aeronautical Science	Raymond George-ERAU
Keystone Heights HS	AS 121a - Private Pilot Operations	Raymond George-ERAU
Keystone Heights HS	AS 235 - UAS & XCountry Data Entry	Raymond George-ERAU
Oakleaf High School	AS 120 - Principles of Aeronautical Science	Shannon Clark
Oakleaf High School	sUAS - Small UAS Safety Operations	Ellis Bowler
Oakleaf High School	sUAS - Small UAS Safety Operations	Ellis Bowler
Oakleaf High School	sUAS - Small UAS Safety Operations	Ellis Bowler
Oakleaf High School	AS 120 - Principles of Aeronautical Science	Ellis Bowler
Orange Park High School	EGR 101 - Introduction to Engineering	Mary DeMarco

#### Spring 2024

Location	Title	Instructor
Fleming Island HS	AS 220 - Unmanned Aircraft Systems	David Keller
Keystone Heights HS	BA 201 - Principles of Management	Richard Hall
Keystone Heights HS	AS 220 - Unmanned Aircraft Systems	Raymond George-ERAU
Keystone Heights HS	AS 220 - Unmanned Aircraft Systems	Raymond George-ERAU
Keystone Heights HS	AS 121b - Private Pilot Operations	Raymond George-ERAU
Keystone Heights HS	AS 222 - UAS Security	Raymond George-ERAU
Keystone Heights HS	AS 220 - Unmanned Aircraft Systems	Shannon Clark
Oakleaf High School	Small UAS Safety Operations - continued	Ellis Bowler
Oakleaf High School	Small UAS Safety Operations - continued	Ellis Bowler
Oakleaf High School	Small UAS Safety Operations - continued	Ellis Bowler
Oakleaf High School	SS 130 - History of Aviation in America	Ellis Bowler
Orange Park High School	CS 223 - Scientific Programming in C	Mary DeMarco