

**First Amendment between Gaetz Aerospace Institute,  
Embry-Riddle Aeronautical University and  
The School Board of Broward County, Florida  
Academic Years 2017-2020**

This First Amendment (the "Amendment") is entered into as of: \_\_\_\_\_ (the "Effective Date") and is by and between The School Board of Broward 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 4, 2018 relating to the parties' agreement regarding dual enrollment/CTE courses for the 2017-20 academic years (the "Agreement"). This Amendment sets forth the budget for Academic Year (AY) 18-19 in the amount of \$18,216.00 as shown in Appendix A (Statement of Work and Budget) as a result of ERAU's provision of sections requested by the school district for the AY 18-19 school year. The number of sections for AY18-19 are set forth in Appendix A, and the schedule of courses requested are attached in Appendix D.

2. Effective Date. The effective date of this Amendment is the date signed by all parties.

3. Definitions. The capitalized terms used herein shall have the same definitions set forth in the Agreement, unless specifically otherwise indicated in this Amendment.

4. Amendment. The Parties hereby agree to the following amendments to the Agreement throughout the term of this First Amendment:

**The following shall be deleted from the Agreement, by interlineation:**

- **Appendix C**
- Paragraph K, Item 9-Student Records of **Attachment B** Terms and Conditions

**The following provisions – Article 4, Article 7.5 and Article 7.6 shall replace the respective provisions referenced in the Agreement, by interlineation:**

**ARTICLE 4.0 PAYMENT**

4.1 The DISTRICT will make payment for the academic year in accordance with Attachment A 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 #1 - <u>\$7,286.40</u> for ASY
March 1, 2019	Payment #2 - <u>\$6,375.60</u> for ASY
May 1, 2019	Payment #3 - <u>\$4,554.00</u> for ASY
Upon Receipt of Certification	Payment #4 - 5% CAPE Certification
Dollars in AY19-20 if Applicable	due for ASY

**7.5 SBBC Disclosure of Education Records.**

7.5.1 SBBC shall provide ERAU with the records listed in 7.5 (2) below for the purpose of SBBC District School students to meet qualifications for enrollment, and for SBBC and ERAU to provide ongoing academic advisement in dual enrollment course options and progression in dual enrollment courses at ERAU.

7.5.2 SBBC shall provide ERAU with the following education records: High School Transcript, Unweighted High School Grade Point Average (GPA), and either PSAT, SAT, ACT, Advanced Placement (AP) or Postsecondary Education Readiness Test (PERT) test scores.

7.5.3 SBBC shall obtain written consent from each student's parent/guardian or student age 18 or older prior to disclosing education records to ERAU pursuant to this Agreement.

**7.6 Confidentiality of Education Records**

7.6.1. Notwithstanding any provision to the contrary within this Agreement, SBBC and ERAU shall:

a) fully comply with the requirements of Sections 1002.22, 1002.221, and 1002.222, Florida Statutes; the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g (FERPA) and its implementing regulations (34 C.F.R. Part 99), and any other state or federal law or regulation regarding the confidentiality of student information and records;

b) hold any education records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law unless the parent of each student or a student age 18 or older whose education records are to be shared provides prior written consent for their release;

c) ensure that, at all times, all of its employees who have access to any education records during the term of their employment shall abide strictly by its

obligations under this Agreement, and that access to education records is limited only to its employees that require the information to carry out the responsibilities under this Agreement and shall provide said list of employees to SBBC or ERAU upon request;

d) safeguard each education record through administrative, physical and technological standards to ensure that adequate controls are in place to protect the education records and information in accordance with FERPA's privacy requirements;

e) utilize the education records solely for the purposes of providing products and services as contemplated under this Agreement; and shall not share, publish, sell, distribute, target advertise, or display education records to any third party;

f) notify SBBC and ERAU immediately upon discovery of a breach of confidentiality of education records. For SBBC: by telephone at 754-321-0300 (Manager, Information Security), and 754-321-1900 (Privacy Officer), and email at [privacy@browardschools.com](mailto:privacy@browardschools.com); For ERAU: Office of the General Counsel. Both parties shall take all necessary notification steps as may be required by federal and Florida law, including, but not limited to, those required by Section 501.171, Florida Statutes;

g) fully cooperate with appropriate SBBC and ERAU staff, including Privacy Officer and/or Information Technology staff to resolve any privacy investigations and concerns in a timely manner;

h) prepare and distribute, at its own cost, any and all required breach notifications, under federal and Florida Law, or reimburse SBBC/ERAU any direct costs incurred by SBBC/ERAU for doing so, including, but not limited to, those required by Section 501.171, Florida Statutes;

i) be responsible for any fines or penalties for failure to meet breach notice requirements pursuant to federal and/or Florida law;

j) provide SBBC and/or ERAU with the name and contact information of its employee who shall serve as SBBC or ERAU's primary security contact and shall be available to assist SBBC or ERAU in resolving obligations associated with a security breach of confidentiality of education records; and

k) securely erase education records from any media once that media equipment is no longer in use or is to be disposed; secure erasure will be deemed the deletion of the education records using a single pass overwrite Secure Erase (Windows) or Wipe (Unix).

7.6.2 All education records shall remain the property of either SBBC or ERAU, and any party contracting with SBBC or ERAU serves solely as custodian of such information pursuant to this Agreement and claims no ownership or property rights thereto and, upon termination of this Agreement shall, at SBBC or ERAU's request, return to SBBC or ERAU or dispose of the education records in compliance with the applicable Florida

Retention Schedules and provide SBBC /ERAU with a written acknowledgment of said disposition.

7.6.3 Both parties shall, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC or ERAU and its officers and employees for any violation of this section, including, without limitation, defending SBBC or ERAU and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC or ERAU, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC or ERAU arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance required or conclusion of all obligations existing under this Agreement.

**The following provisions shall replace the respective provisions referenced in the Agreement, by interlineation:**

- **Appendix A** Statement of Work and Budget
- **Appendix D** List of Courses

5. **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; and then
- b) the Agreement.

6. **Other Provisions Remain in Force.** Except as specifically modified and amended herein, all remaining terms, provisions, requirements and specifications contained in the original Agreement are in full force and effect.

7. **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment to Agreement.

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*

Nanette Guzman, Director - Office of Sponsored Research Administration

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of AUGUST, 2018 by NANETTE GULMEN of

Name of Person

ERAU on behalf of the corporation/agency. He/She is personally known to me or produced personally known as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

*Melanie Koeller*

Signature – Notary Public

MELANIE KOELLER

Printed Name of Notary

(SEAL)



FF 216657

Notary's Commission No.

**For The School Board of Broward County, Florida**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By \_\_\_\_\_  
Nora Rupert, Chair

ATTEST:

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

\_\_\_\_\_  
Office of the General Counsel

Appendix A (Revised)

Statement of Work and Budget

AY 2018-2019 Course Sections

2018 Fall Semester/Spring Semester 2019

- 1. High School Course Sections 5
- 2. Dual Enrollment Course Sections 22

**Total Sections**

Course Monitor Fees	\$2,200
Faculty Costs	\$0
Fringe Benefits	\$360
Dual Enrollment Section Cost	\$11,000
High School Section Cost	\$1,250
<b>Subtotal</b>	<b>\$14,810</b>
<b>Indirect Costs</b>	<b>\$3,406</b>
<b>Total Price</b>	<b>\$18,216</b>

*Grant funds will cover the cost of all technical training, travel for professional development, equipment, supplies, textbooks, 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>\$7,286.40</u>	(40% of total due)
March 01, 2019	<u>\$6,375.60</u>	(35% of total due)
May 01, 2019	<u>\$4,554.00</u>	(25% of total + Amended amount)
<b>Sub-total Due</b>	<b>\$18,216.00</b>	
<b>Total Due</b>	<b>\$18,216.00</b>	+ 5% of Cape Certification Dollars upon receipt of funds in AY 19-20

## Appendix D (Revised)

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

### Fall 2018

Broward - Blanche Ely HS			Aerospace Tech	Juncosa, Jose
Broward - Blanche Ely HS	AS	120	Principles of Aeronautical Science	Juncosa, Jose
Broward - Blanche Ely HS	AS	220	Unmanned Aircraft Systems	Juncosa, Jose
Broward - Boyd H. Anderson HS	AS	120	Principles of Aeronautical Science	Henratty, Kenneth Ochoa, Mario
Broward - Cypress Bay	AS	120	Principles of Aeronautical Science	(JROTC) Ochoa, Mario
Broward - Cypress Bay	AS	222	Unmanned Aircraft Systems Security	(JROTC)
Broward - Miramar HS	AS	120	Principles of Aeronautical Science	Martin, James
Broward - Miramar HS	AS	121A	Private Pilot Operations	Martin, James
Broward - Miramar HS	AS	222	Unmanned Aircraft Systems Security	Martin, James
Broward - Miramar HS	BA	201	Principles of Mgmt	Martin, James
<i>Broward - Henry D. Perry Education Center</i>			Aerospace Tech	Thames, Gabriel
<i>Broward - Henry D. Perry Education Center</i>			SmartER Foundations of UAS	Thames, Gabriel
Broward - Plantation HS			sUAS Safety Certification (A)	Vallone, Joseph
Broward - Plantation HS			Foundations UAS & VSO (A)	Vallone, Joseph
Broward - Plantation HS	BA	201	Principles of Management	Kumi-Diaka, Yaw
Broward - S Plantation HS	AS	120	Principles of Aeronautical Science	Aguerre, Lourdes

### Spring 2019

Broward - Blanche Ely HS			Aerospace Tech	Juncosa, Jose
Broward - Blanche Ely HS	AS	120	Principles of Aeronautical Science	Juncosa, Jose
Broward - Blanche Ely HS	AS	220	Unmanned Aircraft Systems	Juncosa, Jose
Broward - Boyd H. Anderson HS	AS	220	Unmanned Aircraft Systems	Henratty, Kenneth Ochoa, Mario
Broward - Cypress Bay	AS	220	Unmanned Aircraft Systems	(JROTC) Ochoa, Mario
Broward - Cypress Bay	AS	235	UASystems Op/XCtry Data Entry	(JROTC)
Broward - Miramar HS	AS	220	Unmanned Aircraft Systems	Martin, James
Broward - Miramar HS	AS	121B	Private Pilot Operations	Martin, James
Broward - Miramar HS	AS	235	UASystems Op/XCtry Data Entry	Martin, James
Broward - Miramar HS	BA	310	Airport Management	Martin, James
<i>Broward - Henry D. Perry Education Center</i>			Aerospace Tech	Thames, Gabriel
<i>Broward - Henry D. Perry Education Center</i>			SmartER Foundations of UAS	Thames, Gabriel
Broward - Plantation HS			sUAS Safety Certification (B)	Vallone, Joseph
Broward - Plantation HS			Foundations UAS & VSO (B)	Vallone, Joseph
Broward - Plantation HS	BA	201	Principles of Management	Kumi-Diaka, Yaw
Broward - S Plantation HS	AS	220	Unmanned Aircraft Systems	Aguerre, Lourdes