

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

This Second 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 November 7, 2017 in the amount of \$18,031.00 relating to the Parties' agreement regarding dual enrollment/CTE courses for the 2017-20 academic years (the "Agreement"). Along with this Amendment, the First Amendment executed on August 13, 2018 set forth a budget in the amount of \$18,216.00 for AY18-19. This Second Amendment sets forth the budget for Academic Year (AY) 19-20 in the amount of \$35,612 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 AY19-20 school year. The number of sections for AY19-20 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 and amended in the First Amendment, unless specifically otherwise indicated in this Second Amendment.
4. **Amendment.** The Parties hereby agree to the following amendments to the First Amendment to the Agreement throughout the term of this Second Amendment:

The following provisions – Article 4.1 and 4.2, and Article 7.5.1 – shall replace the respective provisions referenced in the First Amendment, by interlineation:

ARTICLE 4.0 PAYMENT

4.1 The DISTRICT will make payment for the 2019-2020 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 #A - \$16,025.40 for ASY
May 01, 2020	Payment #B - \$19,586.60 for ASY
Upon Receipt of Certification Dollars in AY 20-21 if Applicable	Payment #C - 5% CAPE Certification due for ASY

Article 7.5 SBBC Disclosure of Education Records

7.5.1 SBBC shall provide ERAU with the records listed in this section 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.

The following shall be deleted from the First Amendment, by interlineation:

- Section 7.5.3

The following – Appendix A and Appendix D - shall replace the respective provisions referenced in the First Amendment, 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 Second Amendment to the Agreement; then
 - b) the First Amendment to the Agreement; then
 - c) the Agreement.
6. **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.
7. **Authority.** Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment to Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

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 11th day of July, 2019 by Nanette Guzman of

Name of Person

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

My Commission Expires:

Linda A. Larkin

Signature – Notary Public



Linda A. Larkin
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG139766
Expires 12/28/2021

(SEAL)

Printed Name of Notary

Notary's Commission No.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOWS]

FOR SBBC:

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Heather P. Brinkworth, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

Appendix A

Statement of Work and Budget

AY 2019-2020 Course Sections

2019 Fall Semester/Spring Semester 2020

1. High School Course Sections 10
2. Dual Enrollment Course Sections 26

Total Sections

Course Monitor Fees	\$ 2,400
Faculty Costs	\$10,500
Fringe Benefits	\$ 1,553
Dual Enrollment Section Cost	\$12,000
High School Section Cost	\$ 2,500

Subtotal \$28,953

Indirect Costs \$ 6,659

Total Price \$35,612

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>\$16,025.40</u>	(45% of total due)
May 01, 2020	<u>\$19,586.60</u>	(55% of total + Amended amount)
Sub-total Due	\$35,612.00	
Total Due	\$35,612.00	+ 5% of Cape Certification Dollars upon receipt of funds in AY 20-21

Appendix D

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

FALL 2019				
Location Descr	Subj	Cat	Course Title	Primary Inst Name
Broward - Blanche Ely HS	AS	120	Principles of Aeronautical Science	ADJUNCT - Savage, Ravel
Broward - Blanche Ely HS		CAP	Introducton to Aeronautical Science	Juncosa, Jose
Broward - Blanche Ely HS		107	Foundations of UAS - RPIC	Juncosa, Jose
Broward - Boyd H. Anderson HS	AS	120	Principles of Aeronautical Science	ADJUNCT
Broward - Boyd H. Anderson HS	AS	121a	Private Pilot Operations	ADJUNCT
Broward - Cypress Bay	AS	120	Principles of Aeronautical Science	ADJUNCT- Aguerre, Lourdes
Broward - Cypress Bay	AS	222	UAS Security	Ochoa, Mario
Broward - Cypress Bay	WW	WW	Online Course	WW - No section charge
Broward - Henry D. Perry Educ Center		CAP	Introducton to Aeronautical Science	Thames, Gabriel
Broward - Henry D. Perry Educ Center		CAP	Introducton to Aeronautical Science	Thames, Gabriel
Broward - Henry D. Perry Educ Center		CAP	Introducton to Aeronautical Science	Thames, Gabriel
Broward - Miramar HS	AS	120	Principles of Aeronautical Science	Martin, James
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	UAS Security	Martin, James
Broward - Miramar HS	BA	201	Principles of Management	Martin, James
Broward - Miramar HS		CAP	Introducton to Aeronautical Science	Martin, James
Broward - Miramar HS		CAP	Introducton to Aeronautical Science	Martin, James
Broward - Northeast HS		CAP	Introducton to Aeronautical Science	Barrios, Bryan
Broward - Northeast HS	AS	120	Principles of Aeronautical Science	ADJUNCT - Isaac, Joanne
Broward - Plantation HS	BA	201	Principles of Management	Gamet, Clemisha
Broward - Plantation HS		USI	sUAS Safety Operations	Vallone, Joseph
Broward - Plantation HS		USI	sUAS VSO Operations	Vallone, Joseph

Continue with Spring 2020 schedule on next page

SPRING 2020				
Location Descr	Subj	Cat	Course Title	Primary Inst Name
Broward - Blanche Ely HS	AS	220	Unmanned Aircraft Systems	ADJUNCT - Savage, Ravel
Broward - Blanche Ely HS		CAP	Introducton to Aeronautical Science	Juncosa, Jose
Broward - Blanche Ely HS		107	Foundations of UAS - RPIC	Juncosa, Jose
Broward - Boyd H. Anderson HS	AS	220	Unmanned Aircraft Systems	ADJUNCT
Broward - Boyd H. Anderson HS	AS	121b	Private Pilot Operations	ADJUNCT
Broward - Cypress Bay	AS	220	Unmanned Aircraft Systems	ADJUNCT- Aguerre, Lourdes
Broward - Cypress Bay	AS	235	UAS Operation & Xctry Data Entry	Ochoa, Mario
Broward - Cypress Bay	WW	WW	Online Course	WW - No section charge
Broward - Henry D. Perry Educ Center		CAP	Introducton to Aeronautical Science	Thames, Gabriel
Broward - Henry D. Perry Educ Center		CAP	Introducton to Aeronautical Science	Thames, Gabriel
Broward - Henry D. Perry Educ Center		CAP	Introducton to Aeronautical Science	Thames, Gabriel
Broward - Miramar HS	AS	220	Unmanned Aircraft Systems	Martin, James
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	UAS Operation & Xctry Data Entry	Martin, James
Broward - Miramar HS	BA	310	Airport Management	Martin, James
Broward - Miramar HS		CAP	Introducton to Aeronautical Science	Martin, James
Broward - Miramar HS		CAP	Introducton to Aeronautical Science	Martin, James
Broward - Northeast HS		CAP	Introducton to Aeronautical Science	Barrios, Bryan
Broward - Northeast HS	AS	220	Unmanned Aircraft Systems	ADJUNCT - Isaac, Joanne
Broward - Plantation HS	BA	201	Principles of Management	Garnet, Clemisha
Broward - Plantation HS		USI	sUAS Safety Operations	Vallone, Joseph
Broward - Plantation HS		USI	sUAS VSO Operations	Vallone, Joseph