

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 2017, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

McGraw-Hill School Education LLC, existing under the laws of the State of Delaware,
(hereinafter referred to as "REDBIRD"),
whose principal place of business is
2 Penn Plaza, 20th Floor
New York, NY 10121

WHEREAS, SBBC and Redbird Advanced Learning LLC entered into an Agreement dated October 18, 2016 (hereinafter referred to as "Agreement") for educational materials and services for students in its designated region. This online professional development will provide ongoing coaching to teachers, assess proficiency and drive fidelity of implementation of our technology enriched programs; and

WHEREAS, on September 30, 2016, McGraw-Hill School Education LLC ("MHSE") completed its acquisition of substantially all of the assets of Redbird Advanced Learning, LLC. In the transaction, (i) certain contracts and other assets of Redbird Advanced Learning, LLC, including this Contract, were assigned to McGraw-Hill School Education LLC, (ii) McGraw-Hill School Education LLC continues to be party to the Contract, and (iii) Redbird Advanced Learning, LLC is no longer party to the Contract. The Contract was assigned to McGraw-Hill School Education LLC.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLES

1. **Revision of Agreement.** The parties agree Section 2.01 of the Agreement is hereby revised and amended as follows:

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.5 of this Agreement, the term of this Agreement shall commence upon execution by all parties and conclude on July 1, 2018 ~~or until all the licenses purchased under this agreement~~

~~have been used.~~ Unused subscriptions may not be rolled over at the end of the term. Fees paid in advance are non-refundable for unused subscriptions.

2.08 **Notice of Parties** revised for MHSE:

Kimberly Harvey, Director Strategic Services
McGraw-Hill School Education, LLC
8787 Orion Place
Columbus OH 43240

With a Copy to:
Bids & Contracts Department
McGraw-Hill School Education, LLC
8787 Orion Place
Columbus OH 43240

2. **Priority of Documents.** In the event of a conflict between the documents, the following priority of documents shall govern:

First: First Amendment to This Agreement
Second: Agreement

3. **Terms of Agreement.** Except as expressly provided herein, all terms and conditions set forth in this Agreement and Amendment shall remain in force and effect for the contract term specified within this Amendment.

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Abby M. Freedman, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Janette M. Smith, Esq.

Digitally signed by Janette M. Smith, Esq.
DN: cn=Janette M. Smith, Esq., o=The School Board of
Broward County, Florida, ou=General Counsel's Office,
email=janette.smith@browardschools.com, c=US
Date: 2017.07.06 15:27:09 -04'00'

Office of the General Counsel

FOR VENDOR

(Corporate Seal)

ATTEST:

McGraw-Hill School Education, LLC

By [Signature]
Steven R. Engel, Senior Director of Finance

_____, Secretary

-or-

[Signature]
Witness

[Signature]
Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Ohio

COUNTY OF Delaware

The foregoing instrument was acknowledged before me this 10th day of July, 2017 by Steven R. Engel of

Name of Person

McGraw-Hill School Education, LLC, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She is personally known to me or produced company ID as identification and did/did not first take an oath.

Type of Identification

My Commission Expires:



Kimberly A. Harvey
Notary Public, State of Ohio
My Commission Expires 05-13-2019

[Signature]
Signature – Notary Public

Kimberly A. Harvey
Printed Name of Notary

2014-RE-492625
Notary's Commission No.