

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 20____, 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

THE DISTRICT BOARD OF TRUSTEES OF BROWARD COLLEGE, FLORIDA
(hereinafter referred to as “BC”),
having its principal place of business at
225 East Las Olas Blvd, Fort Lauderdale, Florida 33301

WHEREAS, SBBC and BC entered into an Agreement dated June 27, 2017 (hereafter referred to as “Agreement”); and

WHEREAS, SBBC and BC are required by Section 1007.271, Florida Statutes to enter into a Dual Enrollment Articulation Agreement (hereafter referred to as Agreement), which outlines how both institutions will partner to provide accelerated programs to eligible home education and public students,

WHEREAS, dual enrollment, an articulated acceleration mechanism between SBBC and BC, shall serve to shorten the time necessary for college-ready students to complete the requirements associated with the conferment of a degree or certificate, broaden the scope of curricular options available to students, and increase the depth of study in a student's major area of interest by offering college credit courses to eligible high school students, and

WHEREAS, pursuant to School Board Policy 3320, Section II, H, and the Department of Education, Rule 6A-1.012, 11(b), Florida Administrative Code as authorized by Section 1010.04(4)(a), Florida Statutes, the requirement for requesting competitive solicitation for commodities or contractual services from three or more sources is hereby waived as for the SBBC’s purchase of copyrighted materials purchased directly from a recognized educational institution, BC;

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement.

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:

1.01 **Recitals**. The Parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

The following provisions shall be added to the Agreement, by interlineation, as follows:

2.03 **BC Responsibilities**.

g) Provide Instructional Materials to dual enrollment SBBC high school students.

The following provisions shall replace the respective provisions in the Agreement, by interlineation, as follows:

2.20 (c) **Instructional Materials**. SBBC will purchase instructional materials (including but not limited to textbooks, access codes, lab coats, goggles, eyewear, micro slides, dissecting kits, clickers and art kits) from BC for fall, spring, and summer terms for the instruction of students enrolled in dual enrollment courses taught on a BC campus, with BC online, or at a high school campus per Section 1011.62, Florida Statutes.

SBBC will issue a purchase order for instructional materials for dual enrollment students to BC. BC will invoice SBBC for fall, spring and summer to include all of the instructional materials that the SBBC district students received. SBBC will pay BC 30 days from the receipt of invoice.

BC textbook selections for each course are overseen by a discipline specific Associate Dean at BC who provides these course selections to BC's designated textbook agent. SBBC will advise students how they can determine these textbooks required according to their course selections, the length of time students can use the textbooks, and how students will obtain and return the books. SBBC will communicate this process to dual enrollment students and high school staff.

1.03 **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
- b) the Agreement.

1.04 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.05 **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 hereto have made and executed this First Amendment to 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:

Office of the General Counsel

FOR BC

(Corporate Seal)

THE DISTRICT BOARD OF TRUSTEES OF
BROWARD COLLEGE, FLORIDA

ATTEST:

By _____
Signature

, Secretary

Printed Name: _____

-or-

Title: _____

Witness

Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of
_____, 20__ by _____ of

Name of Person

_____ 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:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.