

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

KENDALL HUNT PUBLISHING COMPANY
(hereinafter referred to as "Publisher"),
having its principal place of business at
4050 Westmark Drive, Dubuque, IA 52004-1840

WHEREAS, SBBC and Publisher entered into an Agreement dated October 6, 2015 (hereafter "Agreement"); and

WHEREAS, the Agreement provided Publisher a non-exclusive right to use SBBC's material entitled ESOL Instructional Strategies Matrix in certain publications; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement through this First Amendment to Agreement (hereafter "First Amendment").

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:

a) **The following provisions shall be added to the first WHEREAS clause on page one of the Agreement, by interlineation, as follows:**

f. Not for ESOL Teachers, by Ariza

- b) **The following provisions shall be added to the Agreement, by interlineation, as follows:**

2.02.2 Upon Publisher's publication of the book, Fundamentals of Teaching English to Speakers of Other Languages in K-12 Mainstream Classrooms – Text, by Ariza et al, Publisher shall provide SBBC with 10 copies of same publication.

2.05 **Cost.** Publisher shall pay SBBC a licensing fee of \$1,000.00 for the publication of the book, Not for ESOL Teachers, by Ariza, on or before June 1, 2018. The check shall be made out to "The School Board of Broward County, Florida" and mailed to:

Victoria Saldala, Director
Bilingual/ESOL Department
600 SE Third Avenue
Fort Lauderdale, Florida 33301

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; then
- 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.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, 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]

FOR PUBLISHER

(Corporate Seal)

KENDALL HUNT PUBLISHING COMPANY

ATTEST:

By Jade Sprecher
Signature

, Secretary

Printed Name: Jade Sprecher

Title: Senior Permissions Editor

-or-
Carla D. Kipper
Witness

Carolin Kieler
Witness

STATE OF Iowa

COUNTY OF Dubuque

The foregoing instrument was acknowledged before me this 30th day of November, 2017 by Jade Sprecher of
Name of Person

Kendall Hunt Publishing 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: October 19, 2019

Brooke A Pfeiffer
Signature - Notary Public

(SEAL)

Brooke A Pfeiffer
Printed Name of Notary



731066
Notary's Commission No.