

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this
____ day of _____, 2018, 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

APEX LEARNING, INC.
(hereinafter referred to as "VENDOR"),
having its principal place of business at
1215 4th Avenue, Suite 1500
Seattle, Washington 98161

WHEREAS, SBBC and VENDOR entered into an Agreement dated July 29, 2015 (hereafter "Agreement"); and

WHEREAS, VENDOR provides digital curriculum solutions for secondary education and related services; and

WHEREAS, The program provides high school credit recovery courses and is designed to provide an alternate educational tool to students who are not meeting success in the traditional school setting; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement on through this First Amendment to Agreement (hereafter "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 **Term of Agreement**. Pursuant to Article 2.01 of the Agreement, the term of the Agreement may be extended for an additional one-year renewal. SBBC and VENDOR have mutually consented to extending the term for a period of six (6) months beginning July 1, 2018

through December 31, 2018, unless terminated earlier pursuant to Section Article 3.05 of the Agreement.

1.03 **Cost of Services.** SBBC shall pay VENDOR an amount not to exceed \$57,375, for serviced rendered under this First Amendment to Agreement on or after July 1, 2018 within thirty (30) days of receipt of an appropriate invoice from VENDOR.

1.04 **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
- b) the Agreement.

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

1.06 **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:

**Janette M.
Smith**

Digitally signed by Janette M.
Smith

Date: 2018.04.26 15:07:37

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Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR

(Corporate Seal)

APEX LEARNING, INC.

ATTEST:

By *[Signature]*
Signature

_____, Secretary

Printed Name: Cheryl Vedoe

-or-

Title: CEO

[Signature]
Witness

[Signature]
Witness

STATE OF Washington

COUNTY OF King

The foregoing instrument was acknowledged before me this 25th day of April, 2018 by Cheryl Vedoe of

Name of Person

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

My Commission Expires: 2-28-21

[Signature]
Signature - Notary Public

Tacy A. Reading
Printed Name of Notary

(SEAL)



190372
Notary's Commission No.