

# 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

**DEFINED LEARNING, LLC**  
(Hereinafter referred to as “VENDOR”),  
whose principal place of business is  
900 Skokie Boulevard, Suite 100  
Northbrook, IL 60062

WHEREAS, SBBC and VENDOR entered into an Agreement dated August 8, 2017 (hereafter “Agreement”); and

WHEREAS, the Agreement will be used to support the implementation and support of Performance Task Professional Development Courses and shall provide District-wide licenses for all teachers, administrators and students within the Broward County Schools District, in addition to on-line professional development courses; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement 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(c) Description of Goods or Services Provided that refers to the renewal of the original Agreement, the term of the Agreement is hereby extended from **July 31, 2018** through **July 31, 2019**, unless terminated earlier pursuant to Article 3.06 of the Agreement.

1.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this First Amendment to Agreement within thirty (30) days of receipt of an appropriate invoice totaling \$260,000.

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; then
- 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:

\_\_\_\_\_  
Office of the General Counsel

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

**FOR VENDOR**

(Corporate Seal)

ATTEST:

*Patrick Irvine*  
Patrick Irvine, Secretary

-or-

**DEFINED LEARNING, LLC**

By *John Joe Farragher*  
Signature

Printed Name: John Joe Farragher

Title: CEO

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF Illinois

COUNTY OF Cook

The foregoing instrument was acknowledged before me this 11 day of July, 2018 by John Joe Farragher of

Name of Person

Defined Learning on behalf of the corporation/agency. He/She is personally known to me or produced Drivers License as identification and did/did not first take an oath.

Type of Identification

My Commission Expires: May 02, 2020

*Elina Presman*  
Signature - Notary Public

Elina Presman  
Printed Name of Notary

N/A  
Notary's Commission No.

