

**SECOND AMENDMENT TO
AGREEMENT**

THIS SECOND 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

NCS PEARSON, INC.,
a corporation organized under the laws of the State of Minnesota, United States of America,
having its principal offices at 5601 Green Valley Drive, Bloomington, Minnesota, 55437
("Certiport")

WHEREAS, SBBC and Certiport entered into an Agreement dated December 7, 2016 (hereafter "Agreement"); and

WHEREAS, the parties amended the Agreement on October 3, 2017 through a First Amendment to Agreement; and

WHEREAS, Certiport is an independent provider of educational, assessment and certification programs and related products and services; and SBBC hereby agrees to purchase copyrighted materials and computer software from Certiport; and

WHEREAS, the parties mutually desire to amend certain provisions of the Agreement on through this Second 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 10.1** of the Agreement, the term of the Agreement is hereby extended from December 7, 2018 through December 6, 2019, unless terminated earlier pursuant to Section **Article 10.2** of the Agreement.

1.03 **Cost of Services**. SBBC shall pay Certiport for services rendered under this Second Amendment to Agreement as specified in **Exhibit E**. Upon commencement of this Second Amendment to Agreement, Certiport shall submit to SBBC a proper and appropriate invoice not to exceed Nine Hundred, Seventy Five Thousand, Six Hundred Dollars and 00/100

Cents (\$975,600.00) and SBBC shall pay Certiport within thirty (30) days of receipt of said invoice .

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 Second Amendment to Agreement; then
- b) First Amendment to Agreement; then
- c) 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 Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment to Agreement.

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

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

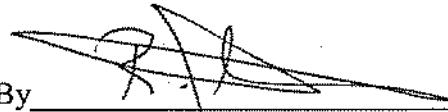
FOR CERTIPOINT

(Corporate Seal)

ATTEST:

NCS PEARSON, INC.

By



Signature

Printed Name: Ray Murray

Title: VP & GM

_____, Secretary

-or-
John Hancock
Witness

Barbara Miller
Witness

STATE OF MINNESOTA

COUNTY OF HENNEPIN

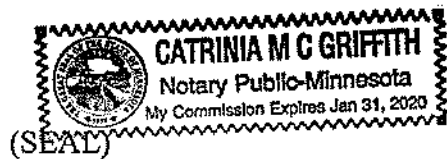
The foregoing instrument was acknowledged before me this 19th day of September, 2016 by Ray Murray of

Name of Person

NCS Pearson, Inc. on behalf of the corporation/agency. He/She is personally known to me or produced Minnesota Driver's License as identification and did/did not first take an oath.

Type of Identification

My Commission Expires: 1/31/2020



Catrinia M.C. Griffith
Signature - Notary Public

Catrinia M.C. Griffith
Printed Name of Notary

6078859
Notary's Commission No.



1276 South 820 East
 Suite 200
 American Fork, Utah 84003
 (888) 999-9830 x 164 Fax (801) 492-4118

EXHIBIT E

Universal License Quote

NO: 08302018UL
 DATE: August 30, 2018

TO: Broward County School District
 Attn: Brian King

Contact Phone:
 Main Phone:
 Email: brian.king@browardschools.com

REPRESENTATIVE	QUOTE GOOD UNTIL
Mindy Howa	NET 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<p><u>Universal District License for Broward County Schools</u></p> <ul style="list-style-type: none"> For all K-12 schools in the district Provide access to every Certiport program in Broward County SD. (ACA, MOS, ACU, ACU Professional, IC³, Spark, MTA, QBCU, ESB) Assign student inventory packs as needed in any school across the district. Six exams in each student exam license Unlimited practice tests to the students for each program where offered One free CERTIFIED Conference registration <p><u>Number of Exam Licenses</u></p> <p style="text-align: right;">12,300</p> <p><i>Email purchase order to Mindy Howa mindy.howa@pearson.com</i></p>	\$40.65	\$499,995.00

SUBTOTAL	\$499,995.00
SALES TAX	N/A
SHIPPING & HANDLING	N/A
TOTAL DUE	\$499,995.00



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EXHIBIT E

Universal License Quote

NO: 08302018UL2
 DATE: August 30, 2018

TO: Broward County School District
 Attn: Brian King

Contact Phone:
 Main Phone:
 Email: brian.king@browardschools.com

REPRESENTATIVE	QUOTE GOOD UNTIL
Mindy Howa	NET 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<p><u>Universal District License for Broward County Schools</u></p> <ul style="list-style-type: none"> For all K-12 schools in the district Provide access to every Certiport program in Broward County SD. (ACA, MOS, ACU, ACU Professional, IC³, Spark, MTA, QBCU, ESB) Assign student inventory packs as needed in any school across the district. Six exams in each student exam license Unlimited practice tests to the students for each program where offered One free CERTIFIED Conference registration 		
	<p><u>Number of Exam Licenses</u></p> <p style="text-align: right;">7,380</p>	\$40.65	\$299,997.00
	<p><i>Email purchase order to Mindy Howa mindy.howa@pearson.com</i></p>		

SUBTOTAL	\$299,997.00
SALES TAX	N/A
SHIPPING & HANDLING	N/A
TOTAL DUE	\$299,997.00



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EXHIBIT E

Universal License Quote

NO: 08302018UL3
 DATE: August 30, 2018

TO: Broward County School District
 Attn: Brian King

Contact Phone:
 Main Phone:
 Email: brian.king@browardschools.com

REPRESENTATIVE	QUOTE GOOD UNTIL
Mindy Howa	NET 30 Days

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	<p><u>Universal District License for Broward County Schools</u></p> <p>*Provide unlimited access for TPI Instructors to access curriculum resources in Gmetrix.</p> <p>*Training materials for TPI student instructors in the following software:</p> <ul style="list-style-type: none"> • Adobe Photoshop, Dreamweaver, Illustrator, Premiere Pro • Microsoft Office Word, Excel, PowerPoint, Access, and Outlook • Microsoft Technology Associate (Programming, Networking, Etc.) • Autodesk Certified User AutoCAD, Inventor, Revit, Maya, 3ds Max, and Fusion 360. • Intuit QuickBooks • For all K-12 schools in the district • Provide access to every Certiport program in Broward County SD. (ACA, MOS, ACU, ACU Professional, IC³, Spark, MTA, QBCU, ESB) • Assign student inventory packs as needed in any school across the district. Six exams in each student exam license • Unlimited practice tests to the students for each program where offered • One free CERTIFIED Conference registration 		
	<p><u>Number of Exam Licenses</u></p> <p style="text-align: right;">4,320</p>	\$40.65	\$175,608.00
	<p><i>Email purchase order to Mindy Howa mindy.howa@pearson.com</i></p>		

SUBTOTAL	\$175,608.00
SALES TAX	N/A
SHIPPING & HANDLING	N/A
TOTAL DUE	\$175,608.00