

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this 6th day of February, 2019, 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

LEARNING SCIENCES INTERNATIONAL LLC
(hereinafter referred to as "VENDOR"),
having its principal place of business at
175 Cornell Road, Suite 18; Blairsville, Pennsylvania 15717

WHEREAS, SBBC and VENDOR entered into an Agreement dated May 8, 2018 (hereafter "Agreement"); and

WHEREAS, the Agreement is for District-wide software licensing for teacher evaluation; and

WHEREAS, the term of the Agreement commenced on July 1, 2018 and concludes on June 30, 2019; and

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

WHEREAS, the VENDOR shall provide the same products for the same cost as stated in the Agreement under the term of this First Amendment; and

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 provision – Article 2.01 - shall replace the respective provisions in the Agreement, by interlineation, as follows:

2.01 **Term of Agreement.** Unless Terminated earlier pursuant to Section 3.06 of this Agreement, the term of this Agreement shall commence on July 1, 2018 and conclude on June 30, 2019. This Agreement may be extended for one additional one-year period upon written amendment to this Agreement.

1.03 **Term of Agreement.** Pursuant to Article 2.01 of the Agreement, as amended by this First Amendment, the term of the Agreement is hereby extended from July 1, 2019 through June 30, 2020, unless terminated earlier pursuant to Article 3.06 Termination of the Agreement.

1.04 **Cost of Services.** SBBC shall pay VENDOR Three Hundred Seventy-Three Thousand Dollars and 00/100 Cents (\$373,000.00) for services rendered pursuant to **Attachment A** of the Agreement for the term stated under this First Amendment.

1.05 **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.

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

1.07 **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 _____
Heather P Brinkworth, 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)

LEARNING SCIENCES INTERNATIONAL
LLC

ATTEST:

By *Diane Perley*
Diane Perley, Fulfillment Operations Mgr

, Secretary

-or-

Melissa Bloom
Witness

Melissa Bloom
Witness

**The Following Notarization is Required for Every Agreement Without Regard to
Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Pennsylvania

COUNTY OF Indiana

The foregoing instrument was acknowledged before me this 6th day of
February, 2019 by Diane Perley of
Name of Person

Learning Sciences International, LLC on behalf of the corporation/agency. He/She is personally
known to me or produced personal acquaintance as identification and did/
did not first take an oath. Type of Identification

My Commission Expires:

Jennifer Clayton
Signature - Notary Public

Jennifer Clayton
Printed Name of Notary

1273731
Notary's Commission No.



(SEAL)

