

**SECOND AMENDMENT TO  
AGREEMENT**

**THIS SECOND AMENDMENT TO AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 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

**CENGAGE LEARNING, INC.**  
(hereinafter referred to as "CENGAGE"),  
having its principal place of business at  
5191 Natrop Boulevard, Mason, Ohio 45040

**WHEREAS**, SBBC and CENGAGE entered into an Agreement dated June 23, 2015 (hereafter "Agreement"); and

**WHEREAS**, the parties amended the Agreement on May 8, 2018 through a First Amendment to Agreement; and

**WHEREAS**, SBBC and CENGAGE desire to continue the Agreement to provide Education To Go (hereinafter referred to as "ED2GO"), a web-based continuing educational course catalog, delivering instructional content developed, designed, produced and distributed by CENGAGE to SBBC students; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement 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 2.01 of the Agreement, the term of the Agreement is hereby extended from June 30, 2019 through June 30, 2020 unless terminated earlier pursuant to Article 3.05 of the Agreement.

1.03 **Cost of Services.** CENGAGE shall be responsible for the costs incurred for producing and delivering the Courses via the Internet. The Students shall be responsible for any costs incurred for the purpose of receiving the Courses, including, but not limited to, the costs for hardware, software, Internet access and telephone charges, as detailed in **Attachment C**.

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 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:

Digitally signed by Eric  
Abend

*Eric Abend*

Reason: Ed2Go2Amd2019

Date: 2019.03.27 15:07:12

-04'00'

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

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

FOR CENGAGE

(Corporate Seal)

ATTEST:

Marcia Lamm  
\_\_\_\_\_, Secretary

-or-

CENGAGE LEARNING, INC.

By [Signature]  
\_\_\_\_\_  
Signature

Printed Name: Cory Eylet

Title: VP. i GM

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of \_\_\_\_\_ Name of Person 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: \_\_\_\_\_

\_\_\_\_\_  
Signature – Notary Public

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

(SEAL)

See Attached

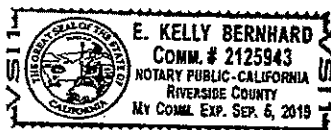
# ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
 County of Riverside } SS.

On March 22, 2019, before me, E. Kelly Bernhard, Notary Public,  
DATE  
 personally appeared Cory Eyles, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

E. Kelly Bernhard  
 NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

## OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER \_\_\_\_\_ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- SUBSCRIBING WITNESS
- OTHER: \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

Second Amendment to  
 TITLE OR TYPE OF DOCUMENT agreement  
3  
 NUMBER OF PAGES  
 DATE OF DOCUMENT

SIGNER (PRINCIPAL) IS REPRESENTING:  
 NAME OF PERSON(S) OR ENTITY(IES)

RIGHT  
 THUMBPRINT  
 OF  
 SIGNER

OTHER

