

**FIRST AMENDMENT TO  
AGREEMENT**

**THIS FIRST 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

**FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES**  
(hereinafter referred to as "FAU"),  
whose principal place of business is  
777 Glades Road  
Boca Raton, Florida 33431

**WHEREAS**, SBBC and FAU entered into an Agreement dated June 13, 2017 (hereafter "Agreement"); and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement on through this First Amendment to Agreement.

**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 provisions shall replace the respective provisions in the Agreement, by interlineation, as follows:**

2.04 **Cost.** FAU shall provide the EEPP professional learning to selected SBBC educators at a cost of \$1,665.48 per teacher and a total program cost not to exceed \$595,927 over four years as outlined in **Appendix A.**

1.03 **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.

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

1.05 **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.

**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  
Reason: FAU Amend  
2019'  
Date: 2019.07.22  
16:14:27 -04'00'

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

**[THIS SPACE IS INTENTIONALLY LEFT BLANK; SIGNATURE PAGE TO FOLLOW]**

FOR FAU:

(Corporate Seal)

FLORIDA ATLANTIC UNIVERSITY  
BOARD OF TRUSTEES

ATTEST:

By: [Signature]  
Print Name: LARRY FAERMAN  
Title: ACTING VP / STUDENT AFFAIRS

\_\_\_\_\_, Secretary

-or-  
[Signature: Matt Hinds]  
Witness

[Signature: Bridget Ben]  
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 Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 20 19 by Larry Faerman of

Florida Atlantic University, on behalf of the corporation/agency.  
Name of Corporation or 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: 4/9/2023

[Signature: Suzanne Julia Prescott]  
Signature - Notary Public

Suzanne Julia Prescott  
Printed Name of Notary

GG314535  
Notary's Commission No.

(SEAL)



Suzanne Julia Prescott  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG314535  
Expires 4/9/2023

**Appendix A**  
**FAU EPPP Budget**  
**Fall 2017 – Summer 2021**

The following represents the costs over four years for the delivery of the Institute of Education Equity, uniquely developed by the Department of Curriculum, Culture and Educational Inquiry for the Teacher Incentive Fund (TIF) grant of SBBC.

<b>YEAR 1:</b>	
Module #1 (Initial group of teachers)	\$45,000
Materials	\$21,640
Administration	\$31,410
Residential Teaching Program	\$36,326
<b>Total for Year 1</b>	<b>\$134,376</b>

<b>YEAR 2:</b>	
Module #1 (Additional teachers- new hires)	\$20,000
Modules #2 and #3 (all teachers)	\$90,000
Materials	\$35,640
Professional Learning Community Development	\$15,000
Administration	\$50,000
Residential Teaching Program	\$36,327
<b>Total for Year 2</b>	<b>\$247,447</b>

<b>YEAR 3:</b>	
Module #4 (all teachers)	\$40,000
Module #5 (all teachers)	\$45,000
Materials	\$21,000
Administration	\$35,450
Residential Teaching Program	\$36,327
<b>Total for Year 3</b>	<b>\$177,777</b>

<b>YEAR 4:</b>	
Residential Teaching Program	\$36,327
<b>Total for Year 4</b>	<b>\$36,327</b>

Total cost per teacher per module (includes module, materials, administration, and residential teaching program): \$1,665.48 per teacher

Grand Total: **\$595,927**