

**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

**EDUCATION ELEMENTS, INC.**  
(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
999 Skyway Rd, Suite 325  
San Carlos, CA 94070

**WHEREAS**, SBBC and VENDOR entered into an Agreement dated August 21, 2018 (hereafter "Agreement"); and

**WHEREAS**, the SBBC is in need of Personalized Learning Consultant Services, which entails three (3) functional categories, District Level Support, School Level Planning and Embedded Professional Development Support; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement on through this First Amendment to Agreement (hereafter "First 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 Section 2.01 of the Agreement, the term of the Agreement is hereby extended from February 29, 2020 through February 28, 2021, unless terminated earlier pursuant to Section 3.05 of the Agreement.

1.03 **Amended Provisions.** The parties hereby agree to the following amended provisions to the Agreement:

**The following provisions (sections 2.03, 2.04 and 2.16) shall replace the respective provisions in the Agreement, by interlineation, as follows:**

2.03 **Cost of Goods or Services.**

- (a) **Wave 1: August 2018 – August 2019:** VENDOR shall be paid an amount not to exceed Four Hundred Ninety-One Thousand Dollars and 00/100 Cents (\$491,000.00) after receipt of an appropriate invoice for implementation in twelve (12) schools (see **Attachment C**) with pricing detailed below:
- 1) **Assessment of School Readiness:** Sixty Thousand Dollars and 00/100 Cents (\$60,000.00), within thirty (30) calendar days after Board approval of Agreement.
  - 2) **District Support:** One Hundred Fifty-Five Thousand Dollars and 00/100 Cents (\$155,000.00), within thirty (30) calendar days of assessing school readiness data and delivering readiness report (estimated October 2018).
  - 3) **School Rollout:** Two Hundred, Seventy-Six Thousand Dollars and 00/100 Cents (\$276,000.00), in two payments:
    - i. One Hundred Thirty-Eight Thousand Dollars and 00/100 Cents (\$138,000.00), within thirty (30) calendar days after completing the Design Workshops (estimated January 2018).
    - ii. One Hundred Thirty-Eight Thousand Dollars and 00/100 Cents (\$138,000.00), within thirty (30) calendar days of completing the Steps to Launch Workshops (estimated March 2018)
- (b) **Wave 1: September 2019 – February 2020:** VENDOR shall be paid an amount not to exceed One Hundred Fifty-Five Thousand Dollars and 00/100 Cents (\$155,000.00) after receipt of an appropriate invoice for implementation in twelve (12) schools (see **Attachment C**) with pricing detailed below:
- 1) **Reassessment of School Implementation of Personalized Learning:** Thirty-Six Thousand Dollars and 00/100 Cents (\$36,000.00), within thirty (30) calendar days of completing Learning Walks I (estimated Fall 2019).
  - 2) **District Support:** Thirty-Five Thousand Dollars and 00/100 Cents (\$35,000.00), within thirty (30) calendar days of identifying new interventions and completing PL Council Meeting (estimated Fall 2019). These new interventions will be based on results from the reassessment above.
  - 3) **School Rollout:** Eighty-Four Thousand Dollars and 00/100 Cents (\$84,000.00), in two (2) payments:
    - i. Forty-Two Thousand Dollars and 00/100 Cents (\$42,000.00), within thirty (30) calendar days of completing Reflect + Iterate Workshop I (estimated Fall 2019). This includes the new activities that will be conducted with schools based on results from the reassessment above.

- ii. Forty-Two Thousand Dollars and 00/100 Cents (\$42,000.00) within (30) calendar days of completing Reflect + Plan Workshop I (estimated Winter 2019).
- (c) **Wave 2: October 2019 – February 2021:** VENDOR shall be paid an amount not to exceed Two Hundred Sixty-Three Thousand, Five Hundred Dollars and 00/100 Cents (\$263,500.00) after receipt of an appropriate invoice for implementation in the twelve (12) schools (see **Attachment C**) with pricing detailed below:
- 1) **Assessment and Re-assessment of School Readiness:** Forty-Eight Thousand Dollars and 00/100 Cents (\$48,000.00) within thirty (30) calendar days after Board approval of this First Amendment to Agreement.
  - 2) **School Rollout:** One Hundred Thirty Eight Thousand Dollars and 00/100 Cents (\$138,000.00) as detailed below:
    - i. Sixty-Nine Thousand Dollars and 00/100 Cents (\$69,000.00), within thirty (30) calendar days after completing the Steps to Launch Workshops.
    - ii. Sixty-Nine Thousand Dollars and 00/100 Cents (\$69,000.00), within thirty (30) calendar days of completing Reflect + Iterate Workshops.
  - 3) **Coaching Support:** Seventy-Seven Thousand, Five Hundred Dollars and 00/100 Cents (\$77,500.00) within thirty (30) calendar days of assessing school readiness data and delivering readiness report.

2.04 **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:

- First: This First Amendment to Agreement, then;
- Second: The Agreement, then;
- Third: Addendum No. 1 to RFP 19-037V, then;
- Fourth: RFP 19-037V – Personalized Learning Consultant, then;
- Fifth: Proposal submitted by VENDOR in response to RFP 19-037V

2.16 **Incorporation by Reference.** Attachments A, B and C attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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 \_\_\_\_\_  
Donna P. Korn, Chair

\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

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

**FOR VENDOR**

(Corporate Seal)

**EDUCATION ELEMENTS, INC.**

ATTEST:

By [Signature]  
Signature

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

Printed Name: Amy Jenkins

Title: COO

-or-

[Signature]  
Witness

[Signature]  
Witness

STATE OF California

COUNTY OF San Mateo

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of November, 2019 by Amy Jenkins of

Education Elements, Inc. on behalf of the corporation/agency. He/She is personally known to me or produced California Drivers License as identification and ~~did~~ did not first take an oath.  
Type of Identification

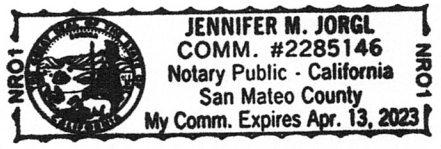
My Commission Expires:

[Signature]  
Signature - Notary Public

Jennifer M. Jorgl  
Printed Name of Notary

(SEAL)

2285146  
Notary's Commission No.



**ATTACHMENT C**  
**LIST OF SCHOOLS**

**Wave 1**

1. Eagle Point Elementary
2. Flamingo Elementary
3. Gator Run Elementary
4. Lauderhill Paul Turner Elementary
5. Robert C. Markham Elementary
6. Nova Blanche Forman Elementary
7. Park Trails Elementary
8. Pembroke Lakes Elementary
9. Attucks Middle
10. Lauderdale Lakes Middle
11. Parkway Middle
12. Plantation High

**Wave 2**

1. Bayview Elementary
2. Coral Cove Elementary
3. Lakeside Elementary
4. Manatee Bay Elementary
5. Park Lakes Elementary
6. Park Ridge Elementary
7. Pembroke Pines Elementary
8. Ramblewood Elementary
9. Silver Ridge Elementary
10. Forest Glen Middle
11. Monarch High school
12. South Plantation High