

SECOND AMENDMENT TO AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT is made and entered into as of this ____ day of _____, 20____, 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

IMAGINE LEARNING, INC.

(hereinafter referred to as “VENDOR”),
whose principal place of business is
382 W. Park Circle, Suite 100, Provo, UT 84604

WHEREAS, SBBC and VENDOR entered into an Agreement dated February 5, 2019 that expires on June 30, 2021 (hereafter “Agreement”); and

WHEREAS, SBBC’s goal is the use of Imagine Language & Literacy to bridge the oral language and literacy gap for all English language learners (ELL) in grades K-8; and

WHEREAS, on June 25, 2019, SBBC and VENDOR entered into a First Amendment of the Agreement for the purchase of additional licenses; 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 **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement:

The following provision shall be added to section 2.04 SBBC Disclosure of Education Records, of the Agreement, by interlineation, as of the date of this Second Amendment as follows:

(f) VENDOR shall provide, the following Assessment Data directly to Ellevation Inc. at no additional cost to SBBC: Lexile Score, Literacy Score, and Oral Vocabulary Score.

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 Second Amendment to Agreement; then
- b) the First Amendment to Agreement; then
- c) 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 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:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR VENDOR:

(Corporate Seal)

ATTEST:

, Secretary

IMAGINE LEARNING, INC.

By J. Brent Taylor
Signature

Printed Name: J. Brent Taylor

Title: Vice President, Finance

-or-

[Signature]
Witness

[Signature]
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 UTAH

COUNTY OF UTAH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 6/11/2020 (date) by J. Brent Taylor (name of officer or agent, title of officer or agent) of Imagine Learning, Inc. (name of corporation acknowledging), a UTAH (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ (type of identification) as identification and who did/ did not first take an oath this 11th day of JUNE, 2020.

My Commission Expires:

[Signature]
Signature - Notary Public

Adrienne M. Rytting
Notary's Printed Name

701930
Notary's Commission No.

(SEAL)

