

# FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this day \_\_\_\_\_ of \_\_\_\_\_, 2020, 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

**SCHOLASTIC INC.**  
(hereinafter referred to as “Scholastic”),  
having its principal place of business at  
557 Broadway, New York, New York 10012

**WHEREAS**, SBBC and Scholastic entered into an Agreement that commenced on October 2, 2019 and concludes on October 1, 2020, (hereafter “Agreement”); and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement 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 Article 2.01 **Term of Agreement.**, the term of the Agreement is hereby extended from October 2, 2020 through June 30, 2021, unless terminated earlier pursuant to Article 3.05 Termination of the Agreement.

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

**The following provisions shall replace section 2.01 in the Agreement, by interlineation, as follows:**

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence upon the execution by both parties and conclude on October, 1, 2020; and may, upon the

approval of both parties in writing in an amendment to the Agreement, be renewable for nine (9) additional months.

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 First Amendment to Agreement; **then**
- b) 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 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 \_\_\_\_\_  
Donna P. Korn, Chair

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

Approved as to Form and Legal Content:



Digitally signed by Kathelyn Jacques-Adams, Esq. - kathelyn.jacques-adams@gbrowardschools.com  
Reason: Scholastic Inc. - First Amendment  
Date: 2020.07.15 12:25:28 -04'00'

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

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

**FOR SCHOLASTIC:**

(Corporate Seal)

ATTEST:

[Signature]  
Teresa Connelly, Assistant, Secretary

-or-

By [Signature]  
Signature

Printed Name: Toni Abrahams

Title: Vice President of Operations

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this July 7, 2020 (date) by Toni Abrahams (name of officer or agent, title of officer or agent) of Scholastic Inc. (name of corporation acknowledging), a New York (state or place of incorporation) corporation, on behalf of the corporation. He/she is  personally known to me (underline if applicable) or has produced DL (type of identification) as identification and who  did/ did not first take an oath this 7th day of July, 2020.

My Commission Expires: 8/31/2023

[Signature]  
Signature – Notary Public

Sharilynne Bignell  
Printed Name of Notary

NA  
Notary's Commission No.

(SEAL)

