

FOURTH AMENDMENT TO AGREEMENT

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

NCS PEARSON, INC.

(hereinafter referred to as "Certiport"),
a corporation organized under the laws of the State of Minnesota,
having its principal office at
5601 Green Valley Drive Bloomington, Minnesota, 55437

WHEREAS, SBBC and Certiport entered into an Agreement dated December 7, 2016 ("Agreement") for Certiport to provide educational, assessment and certification programs and related products and services to SBBC; and

WHEREAS, on October 3, 2017, the parties entered into the First Amendment to Agreement to extend the term for an additional year and amend other provisions in the Agreement; and

WHEREAS, on November 7, 2018, the parties entered into the Second Amendment to Agreement to extend the term for an additional year and amend other provisions in the Agreement; and

WHEREAS, on October 9, 2019, the parties entered into the Third Amendment to Agreement extend the term for an additional year and amend other provisions in the Agreement; and

WHEREAS, the parties mutually desire to extend the term for an additional year and amend other provisions in the Agreement through this Fourth Amendment to Agreement ("Fourth 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 are 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 10.1 of the Agreement, the term of the Agreement is hereby extended from December 7, 2020 through December 6, 2021, unless terminated earlier pursuant to Section Article 10.2 of the Agreement.

1.03 **Exhibits.** The attached **Exhibit G** is added to the Agreement.

1.04 **Cost of Services.** SBBC shall pay Certiport for services rendered under this Fourth Amendment to Agreement as specified in **Exhibit G**. Upon commencement of this Fourth Amendment to Agreement, Certiport shall submit to SBBC a proper and appropriate invoice not to exceed Eight Hundred, Thirty-Three Thousand, Forty Dollars and 00/100 Cents (\$833,040.00) and SBBC shall pay Certiport within thirty (30) calendar days of receipt of said invoice.

1.05 **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 take precedence in this order:

- a) This Fourth Amendment to Agreement; then
- b) Third Amendment to Agreement; then
- c) Second Amendment to Agreement; then
- d) First Amendment to Agreement; then
- e) the Agreement.

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

1.07 **Authority.** Each person signing this Fourth Amendment on behalf of either party individually warrants that he or she has full legal power to execute this Fourth Amendment 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 Fourth Amendment.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Amendment 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:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR CERTIPORT:

(Corporate Seal)

NCS PEARSON, INC.

ATTEST:

Catrinia M.C. Griffith
Assistant Company, Secretary

By [Signature]
Signature

Printed Name: Robert Whelan

Title: President and CEO

-or-

Witness

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 Minnesota

COUNTY OF Hennepin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ (date) by Robert Whelan, President and CEO (name of officer or agent, title of officer or agent) of NCS Pearson, Inc. (name of corporation acknowledging), a Minnesota (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 9th day of October, 2020.

My Commission Expires: 1/31/2025



(SEAL)

Catrinia M.C. Griffith
Signature - Notary Public

Catrinia M.C. Griffith
Notary's Printed Name

6078859
Notary's Commission No.