

**FIRST AMENDMENT TO  
AGREEMENT**

**THIS FIRST 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

**BUCK INSTITUTE FOR EDUCATION CORPORATION**  
(hereinafter referred to as "BIE"),  
whose principal place of business is  
3 Hamilton Landing Suite 220  
Novato, CA 94949.

**WHEREAS**, SBBC and BIE entered into an Agreement dated June 25, 2019 (hereafter referred as "Agreement") that commenced on July 1, 2019 and concludes on June 30, 2020; and

**WHEREAS**, in the Agreement, BIE and SBBC contracted to work together on professional development services designed to create knowledge and understanding of Project Based Learning ("PBL") and to support PBL implementation. The work included an array of services and products as specified in the Agreement; and

**WHEREAS**, the parties mutually desire to amend certain provisions of the Agreement; and

**WHEREAS**, the parties mutually desire to have BIE conduct additional PBL implementation workshops; and

**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 (Section 2.09 and 2.22) shall replace the respective provision in the Agreement, by interlineation, as follows:**

2.09 **Terms of Payment.**

(a) SBBC agrees to pay BIE Four Hundred One Thousand, Twelve Dollars and 50/100 Cents (\$401,012.50) as outlined in the original SOW (**Attachment A** for Three Hundred Fifty Seven Thousand, Three Hundred Sixty-Two Dollars and 50/100 Cents (\$357,362.50)) and the additional SOW (**Attachment B** for Forty-Three Thousand, Six Hundred Fifty Dollars and 00/100 Cents (\$43,650.00)).

(b) BIE shall submit invoices to SBBC within thirty (30) calendar days following each service provided, per the Statement of Work.

(c) SBBC will submit payment to BIE upon receipt of each invoice thirty (30) calendar days from receipt and satisfactory completion of all Work as determined by SBBC.

(d) Monthly coaching services will be billed as retainer fees, and are not rolled over into later months if they are not used.

(e) If SBBC requires a purchase order (PO) for individual services, they agree to deliver it to BIE thirty (30) calendar days prior to each service start date.

2.22 **Incorporation by Reference.** Attachment A and B attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

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; and 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.

**(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

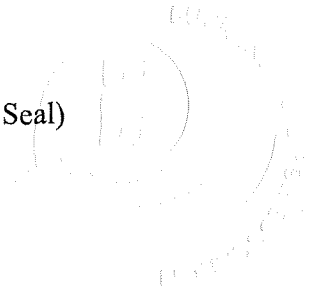
\_\_\_\_\_  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

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

**FOR BIE**

(Corporate Seal)



**BUCK INSTITUTE FOR EDUCATION CORPORATION**

ATTEST:

By Bob Lenz  
Signature

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

Printed Name: Bob Lenz

-or-

Title: CEO

Brandon L. Wiley, Brandon L. Wiley  
Witness

Debra S. Hunter, Debra S. Hunter  
Witness

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ Name of Person  
\_\_\_\_\_ on behalf of the corporation/agency. He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath. \_\_\_\_\_ Type of Identification

My Commission Expires:

\_\_\_\_\_  
Signature – Notary Public

(SEAL)

\_\_\_\_\_  
Printed Name of Notary

\_\_\_\_\_  
Notary's Commission No.

*See attached California Notary Acknowledgment*

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Marin }
On December 17, 2019 before me, DONNA L. BURK
Date Here Insert Name and Title of the Officer
personally appeared BOB LENZ
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal and/or Stamp Above

Signature [Handwritten Signature]
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: FIRST AMENDMENT TO AGREEMENT
Document Date: Number of Pages: 5
Signer(s) Other Than Named Above: Witness: BRANDON WILEY and DEBRA HUNTER

Capacity(ies) Claimed by Signer(s)

Signer's Name: BOB LENZ
Corporate Officer - Title(s): CEO
Partner - Limited General
Individual Attorney in Fact
Trustee Guardian of Conservator
Other:
Signer is Representing:

## Attachment B



The services for workshops outlined in Agreement shall include the additional workshops as set forth below:

TEACHER DEVELOPMENT SERVICES						
BIE Provided Services	Timeline	Maximum Participants	Duration	Quantity	Item Cost	Total Cost
*PBL Workshop 101	September 2019 – April 2020	35 attendees	3 days	4 workshops	\$12,250.00 /workshop	\$49,000.00 Discounted price (15%): \$41,650.00
**Weekend Stay for PBL 101	September 19, 2019 - September 23, 2019	Na	2 days	1	\$2,000 per workshop	\$2,000
Teacher Development Services – January 20, 2020 – June 30, 2020 (Additional Yearly Subtotal – USD)						\$51,000.00
Discounted Amount						(\$7,350.00)
Total Services with Discounts – January 20, 2020 – June 30, 2020						\$43,650.00

\*Additional workshops to the SOW are as follows:

4 Quantity – PBL 101 Workshop

- 35 - Maximum attendees for each workshop
- \$12,250 per workshop (discount price of \$10,412.50)

\*\* 1 Quantity – Weekend Stay (for September 2019 PBL 101)

- Weekend stay for workshop facilitator
- This will allow the PBL 101 to be split over the weekend (9/19 - 9/23/2019)
- \$2,000 per workshop

**Total Amount: \$51,000**

**Total Discounts Applied: -\$7,350.00**

**Total Amount Added to Contract: \$43,650.00**