

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement (“First Amendment”) is made and effective as of the date last written below, by and between Lindamood-Bell Learning Processes, a California corporation (“LBLP”), and the Carroll County School District (the “District”). This Addendum references the Agreement between LBLP and the District dated January 4, 2013 (“the Agreement”).

1. The parties agree that the schedules of the Agreement shall be amended. The parties agree that the language in Schedules 2 and 5 of the Agreement shall be awarded to accommodate the changes in schedules.

1.1 The language in Schedule 2 of the Agreement is hereby amended by adding the following:

“Consultation—One (1) LBLP project leader will be on-site from February 25, 2013 to May 3, 2013 to mentor staff, pace students through programs, and assist in oversight of classroom and small group intensive intervention.”

1.2 The language in Schedule 5 of the Agreement is hereby amended by adding the following:

“The additional fee to the District is \$40,000.00. The total fee to the District is \$138,500.00. The District will provide additional payment according to the following schedule:

February 25, 2013—\$7,500.00
March 1, 2013—\$13,000.00
April 1, 2013—\$13,000.00
May 1, 2013—\$6,500.00

2. The language in Section 3 of the Agreement is hereby amended as follows:

“3. Consideration. For and in consideration of services to be provided to the District by LBLP pursuant to this Agreement, LBLP shall receive compensation from the District in the total amount of One Hundred Thirty Eight Thousand Five Hundred Dollars (\$138,500.00). This compensation does not include program materials (as listed in Section 4 of this agreement) or any supplemental materials, and it does not include additional services not outlined in this Agreement; if additional services are required or requested, they will be contracted for separately. This compensation shall be due LBLP and shall be paid in the amounts and on the dates specified in Schedule 5. All sums due LBLP pursuant to this Agreement shall be paid by business check sent via U.S. mail. Interest will accrue on the unpaid portion of each payment beginning thirty (30) days after payment due date at the rate of eight percent (8%) per annum. If action is instituted to collect payments per the terms of this Agreement, the District agrees to pay any and all collection costs including attorneys’ fees, collection fees and other costs of enforcement.”

4. All other terms and conditions of the original Agreement remain as originally agreed.

Approved this 15th day of February, 2013.

“District”

By: _____

Name: _____

Title: _____

Date: _____

“LBLP”

By: _____ for Lindamood-Bell Learning Processes

Name: Nanci Bell

Title: CEO

Date: _____