

ADDENDUM

THIS ADDENDUM, made and entered into as of the ____ day of _____, 2024, by and between the **WARREN COUNTY SCHOOL DISTRICT** (“Partner School”)

AND

CREATIVE LEARNING SYSTEMS, LLC (“CLS”)

WHEREAS, the parties hereto entered into a SmartLab Curriculum and Support Agreements, which were approved by the Partner School’s Board of Directors on January 9, 2023, governing the Partner School’s purchase of SmartLab curriculum and associated support services for Beaty-Warren Middle School, the Warren County Career Center, Eisenhower Elementary School, Sheffield Elementary School, Warren Area Elementary Center, and Youngsville Elementary School. The parties hereto also entered into a SmartLab Curriculum and Support Agreement, which was approved by the Partner School’s Board of Directors on July 17, 2023, governing the Partner School’s purchase of SmartLab curriculum and associated support services for Youngsville Middle/High School. The preceding agreements are collectively referred to hereinafter as the “Agreements.”

WHEREAS, the purchases were not originally funded with federal grant dollars, but will now be funded by federal grant dollars, and the parties desire to amend each of the Agreements to add and include additional provisions that are required if the Partner School uses federal grant dollars for the purchase.

NOW THEREFORE, intending to be legally bound thereby, the parties hereto agree as follows:

1. Because federal grant dollars will be used by the Partner School for the purchases, the following provisions, to the extent applicable, shall also apply, and each of the Agreements is hereby amended to include said provisions:

- A. With respect to the federal grant that will provide funding used by the Partner School to pay CLS, CLS agrees to cooperate fully with the Partner School to ensure compliance with all grant conditions and requirements and to take any actions that are deemed necessary by the Partner School to meet all conditions and requirements associated with the grant, the grant application, the grant award, the Uniform Grant Guidance, any other applicable law or regulation, and the Partner School’s applicable policies and procedures.

- B. CLS shall not discriminate on the basis of race, creed, color, gender, gender identity, sexual orientation, national origin, ancestry, or handicap/disability.
- C. CLS certifies CLS is not currently listed as ineligible to be awarded a contract involving federal grant dollars as a part of the government-wide exclusions in the System for Award Management (SAM) and is not debarred, suspended, or otherwise excluded or declared ineligible to be awarded a contract involving federal grant dollars under any statutory or regulatory authority. CLS further agrees, while the Agreements and its contractual relationship with the Partner School remain in effect, to immediately notify the Partner School if CLS is later listed in SAM, or is later debarred, suspended, or otherwise excluded or declared ineligible under any statutory or regulatory authority.
- D. CLS should, as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, when possible.
- E. CLS shall take necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- F. CLS agrees to comply with all local, state, and federal laws, regulations, ordinances, and requirements applicable at any time, including but not limited to and any applicable federal law, regulation, or requirement pertaining to federal grants and/or nondiscrimination.

2. Each person signing this Addendum represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Addendum. Each party represents and warrants to the other that the execution and delivery of the Addendum and the performance of such party's obligations hereunder have been duly authorized and that the Addendum is a valid and legal agreement that is binding on such party and enforceable in accordance with its terms.

3. All other provisions of the Agreements shall remain in full force and effect.

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused the foregoing Addendum to be executed the day and year first above written.

WARREN COUNTY SCHOOL DISTRICT

President, Board of School Directors

ATTEST:

Secretary, Board of School Directors

CREATIVE LEARNING SYSTEMS, LLC

Geoff Brovich

Signature of Authorized Agent

Geoff Brovich

Printed Name of Authorized Agent

Chief Financial Officer

Title of Authorized Agent

Signature Certificate

Reference number: AYXUJ-8V3UP-LMHXW-8PC5T

Signer

Timestamp

Signature

Geoff Brovich

Email: geoffrey.brovich@creativelearningsystems.com

Sent:

23 Jun 2024 14:30:59 UTC

Signed:

23 Jun 2024 14:31:00 UTC

Geoff Brovich

IP address: 38.122.120.163

Location: Syracuse, United States

Document completed by all parties on:

23 Jun 2024 14:31:00 UTC

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