

**ADDENDUM**

**THIS ADDENDUM**, made and entered into as of the 21st day of April 2023, by and between the **WARREN COUNTY SCHOOL DISTRICT**, located at 6820 Market Street, Russell, Pennsylvania 16345, hereinafter referred to as the “District”

AND

**ESGI, LLC**, located at One Pierce Place, Suite 900W, Itasca, IL 60143, hereinafter referred to as ----  
-----“ESGI”

**WHEREAS**, the parties hereto have entered into a Quote/Purchase Order that is attached hereto as Exhibit A and that govern the District’s purchase of a web-based, customizable assessment platform (the “assessment platform”); and

**WHEREAS**, parties desire to add and include additional provisions that are required if the District 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 District for the purchase, the following provisions, to the extent applicable, shall also apply:

A. With respect to the federal grant that will provide funding used by the District to pay ESGI, ESGI agrees to cooperate fully with the District to ensure compliance with all grant conditions and requirements and to take any actions that are deemed necessary by the District to meet all conditions and requirements associated with the grant, the grant application, the grant award, the Uniform Grant Guidance, the American Rescue Plan Homeless II Funds (ARP – HCY II) Request for Application, any other applicable law or regulation, and the District’s applicable policies and procedures.

B. Pursuant to 62 Pa. C.S.A. Section 3701, ESGI agrees that:

In the hiring of employees, ESGI, or any person acting on behalf of ESGI, shall not by reason of gender, race, creed or color, discriminate against any person who is qualified and available to perform any services to which the Terms and Conditions relate.

Neither ESGI nor any person acting on ESGI's behalf shall in any manner discriminate against or intimidate any employee on account of gender, race, creed or color.

The contractual relationship between ESGI and the District may be terminated by the District, and the District may be prohibited from future contracts with ESGI, for a violation of these terms or conditions. ESGI further agrees that ESGI, and any person acting on ESGI's behalf, shall comply with the Equal Employment Opportunity provisions specified in 41 CFR 60-1.4, which are incorporated herein by reference as if stated fully herein.

- C. The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. ESGI agrees to comply with the provisions of this Act as amended, which is incorporated herein by reference as if stated fully herein. ESGI's attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.
- D. ESGI certifies ESGI 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. ESGI further agrees, while the Terms of Use and its contractual relationship with the District remain in effect, to immediately notify the District if ESGI is later listed in SAM, or is later debarred, suspended, or otherwise excluded or declared ineligible under any statutory or regulatory authority.
- E. ESGI 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.
- F. ESGI shall take necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- G. ESGI agrees to comply with all local, state and federal laws, regulations, ordinances, and requirements applicable at any time, including but not limited to, the Family Educational Rights and Privacy Act (FERPA) and any applicable federal law, regulation, or requirement pertaining to federal grants.

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 Terms of Use shall remain in full force and effect.

**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

ESGI, LLC

*Benjamin Jacks*  
\_\_\_\_\_  
Signature of Authorized Agent

**Benjamin Jacks**  
\_\_\_\_\_  
Printed Name of Authorized Agent

**Customer Support Manager**  
\_\_\_\_\_  
Title of Authorized Agent



Riverside Insights

support@esgisoftware.com
One Pierce Place, Suite 900W
Itasca, IL 60143
Phone (443) 333-9898
Fax (866) 925-3450

Quote # 947816
Quote Prepared: 03/31/2023
Quote Expires: 7/31/23
Prepared For: Christine Mocny
State: Pennsylvania
District: WARREN COUNTY SD
School: Multiple Schools

QUOTE

Table with 6 columns: Qty, Description, Notes, List Price, Disc Price, Amount. Row 1: 65, ESGI 12-Month License (max. 35 students), \$246.00, \$222.00, \$14430.00. Total: \$14430.00

ORDER FORM

Complete all required information below and send this form with your PO or check.

Purchase Order
support@esgisoftware.com
Fax: 866-925-3450
Address: One Piece Place, Suite 900W, Itasca, IL 60143

Personal or School Check
ESGI, LLC
PO Box 7410689, Chicago, IL 60674-0689

After processing, an Activation Code will be sent to the contact for distribution to teachers.

ACTIVATION CODE CONTACT (\*Required)

Name: Jen Dilks
Email: dilksj@wcsdpa.org

ACCOUNTS PAYABLE CONTACT (\*Required)

Phone: Cathy Wolf
Email: wolfc@wcsdpa.org

If your teacher(s) need more than 35 students, please provide the teacher name(s) and total number of students needed. We'll update the accounts.

Teacher Name # of Students Teacher Name # of Students

Other Information:

Marking Period for the current school year (circle one): Semester Trimester Quarters Other
Table with Marking Period and End Date [MM/DD/YY] for First, Second, Third, Fourth, Fifth and Sixth, Seventh, Eighth, Ninth.

