

ADDENDUM

THIS ADDENDUM, made and entered into as of the 9th day of June, 2025, by and between the **WARREN COUNTY SCHOOL DISTRICT**, hereinafter referred to as the “District”

AND

COMMITTEE FOR CHILDREN, hereinafter referred to as “CFC”

WHEREAS, on April 16th, 2025, the parties hereto contemplated entering into (i) Quote No. 5064221 attached hereto as Exhibit A, and (ii) the Second Step® K-12 Digital Subscription License Agreement, which can be found at: <https://www.secondstep.org/license-agreements>, and governs the purchase of the Second Step Digital Curriculum that provides a social-emotional learning program for students in grades K-5 (collectively, the “Licensed Services”), as incorporated herein by reference.

WHEREAS, parties desire to amend the Licensed Services to add and include additional provisions that are required because the District is using federal grant dollars (Title IV funds) for the purchase.

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

1. Because federal grant dollars (Title IV funds) will be used by the District for the purchase, the following provisions, to the extent applicable, shall also apply, and the Licensed Services are hereby amended to include said provisions:

A. In the hiring of employees or otherwise, CFC shall not discriminate or engage in intimidation based on race, color, religious creed, ancestry, age, sex/gender, national origin, handicap, or disability.

The District may be prohibited from future contracts with CFC for a violation of these terms or conditions. CFC further agrees that CFC 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.

B. CFC 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 Uniform Grant Guidance, Title IV, and the District’s applicable policies and procedures.

- C. CFC should, as appropriate, when possible, and to the extent consistent with law, consider the use of minority and women's businesses and provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States.
- D. CFC agrees to comply with all local, state, and federal laws, regulations, ordinances, and requirements applicable at any time, including but not limited to, any applicable federal law, regulation, or requirement pertaining to federal grants.
- E. CFC certifies that CFC 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. CFC further agrees, while the Licensed Services and its contractual relationship with the District remain in effect, to immediately notify the District if CFC is later listed in SAM, or is later debarred, suspended, or otherwise excluded or declared ineligible under any statutory or regulatory authority. Additionally, CFC shall sign and submit to the District a Certification Regarding Debarment and Suspension.

F. TERMINATION FOR CAUSE

In the event that CFC defaults under any provision of the contractual terms and such default is not cured within 10 days of the receipt of written notice of the default, the District shall have the right to terminate the contract upon written notice to CFC and pursue any all legal and equitable remedies against CFC that are available to the District.

G. TERMINATION FOR CONVENIENCE

The District shall also have the right to terminate the contract for convenience upon written notice to CFC. CFC agrees that following shall apply as the basis of settlement if the District terminates the contract for convenience:

(i) CFC shall be entitled to receive, and the District shall be obligated to pay, a pro-rated payment for those services utilized through the effective date of the termination, and the District shall be released from any all financial or other liability (including, but not limited to, any lost profit) that may otherwise be associated with the termination. If the District paid in advance and the payment made exceeds the pro-rated payment amount owed to CFC pursuant to this provision, the District shall be entitled to, and CFC shall pay to the District, a refund of the overpayment amount.

2. In the event of a conflict between the terms and conditions of this Addendum and the Licensed Services, the parties agree that the terms and conditions of this Addendum shall govern and control, provided that CFC's services shall not be interpreted to be inconsistent with the Licensed Services.

3. 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.

4. All other provisions of the Licensed Services shall remain in full force and effect.

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

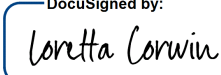
WARREN COUNTY SCHOOL DISTRICT

President, Board of School Directors

ATTEST:

Secretary, Board of School Directors

COMMITTEE FOR CHILDREN

DocuSigned by:
 5/9/2025
89EFA61BBF1948C...

Signature of Authorized Agent

Loretta Corwin

Printed Name of Authorized Agent

Director of Finance

Title of Authorized Agent

EXHIBIT A



1085 Andover Park East
Tukwila, WA 98188 USA
800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote	
Quote #	5064221
Date	4/16/2025
Customer ID	10133722

Bill To	Ship To
Warren Co School District 6820 Market St Russell PA 16345 United States	Lynn Shultz Warren Co School District 6820 Market St Russell PA 16345 United States

Requested By	Ship To	Setup Admin	Entered By
Lynn Shultz	Lynn Shultz	Name: Lynn Shultz Email: shultzl@wcsdpa.org	Forrest Walter

Item	Description	Start Date	End Date	QTY	Rate	Amount
904101	Second Step Grades K-8, Multi-Site Pricing, 1-Year Licenses	4/16/2025	7/31/2026	5	\$2,676.00	\$13,380.00
Subtotal						\$13,380.00
Discount						
Shipping & Handling						\$0.00
Sales Tax						\$0.00
TOTAL						\$13,380.00

Please remit in US Funds.

Make check payable to: Committee for Children

*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Client Memo: Quote valid until 7/31/2025

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at: <https://secondstep.org/license-agreements>

Prices valid for 30 days from quote date.

Please Include quote ID:5064221 on your order to guarantee pricing.