

## **ADDENDUM**

**THIS ADDENDUM**, made and entered into as of the 12<sup>th</sup> day of June, 2023, by and between the **WARREN COUNTY SCHOOL DISTRICT**, located at 6820 Market Street, Russell, Pennsylvania 16345, hereinafter referred to as the “District”

AND

**COMMITTEE FOR CHILDREN**, located at 2815 Second Ave., Suite 400, Seattle, Washington 98121, hereinafter referred to as “CFC”

**WHEREAS**, on June 12, 2023, the parties hereto entered into a Quote and associated License Agreement that govern the purchase of certain Second Step licenses that the District purchases from CFC (the “licenses”); and

**WHEREAS**, parties desire to amend the License Agreement 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 (ESSER funds) will be used by the District for the purchase of the licenses, the following provisions, to the extent applicable, shall also apply, and the License Agreement is hereby amended to include said provisions:

A. With respect to the federal grant that will provide funding used by the District to pay CFC, 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 grant application, the grant award, the Uniform Grant Guidance, any other applicable law or regulation, and the District’s applicable policies and procedures.

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

In the hiring of employees, CFC, or any person acting on behalf of CFC, shall not discriminate against any person by reason of gender, race, creed or color.

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

The contractual relationship between CFC and the District may be terminated by the District, and the District may be prohibited from future contracts with CFC, for a violation of these terms or conditions. CFC further agrees that CFC, and any person acting on CFC'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. CFC agrees to comply with the provisions of this Act as amended, which is incorporated herein by reference as if stated fully herein. CFC's attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 349.101.
- D. CFC certifies 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 License Agreement 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.
- E. CFC 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. CFC shall take necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- G. CFC 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 License Agreement 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

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President, Board of School Directors

ATTEST:

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Secretary, Board of School Directors

COMMITTEE FOR CHILDREN

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Signature of Authorized Agent

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Printed Name of Authorized Agent

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Title of Authorized Agent