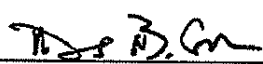
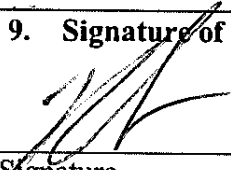


DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT Procurement Department Fisher Building 11 th Floor 3011 West Grand Blvd. Detroit, MI 48202	SECTION A Contract Cover Page & Signatures	1. Contract No.: 22-0168 Mod 002
		2. ITB/RFP No.: 22-0168
		3. Contract Title: Curriculum Platform, Materials, and Assessment
		4. Contract Amount Not to Exceed: \$ 221,000
		5. Contract Term: July 1, 2023 – June 30, 2024
6. Supplier Name: n2y, LLC Address: 2401 Sawmill Parkway #10-11, Huron, OH 44839 City/State/Zip: Huron, OH 44839 Contact: Mike Harrington Telephone: (419) 433-9800 x 1213 e-mail: bids@n2y.com		
7. Contract Modifications: <u>History</u> 1. The original contract amount was \$430,000 for the first contract period through June 30, 2023. <u>Modification 001:</u> 1. Amend the Scope of Service as found in Amendment 001. 2. All other terms and conditions remain the same. <u>Modification 002:</u> 1. Renew contract through June 30, 2024 for an amount not-to-exceed \$ 221,000. 2. Amend Section B Pricing and Attachment A as found in Amendment 002. 3. All other terms and conditions remain the same.		
8. Signature of Authorized Supplier Representative:  Signature _____ Date Signed <u>9/15/23</u> Print Name: <u>DAVID B SWANK</u> Title: <u>CFO</u>	9. Signature of DPSCD:  Signature _____ Date Signed <u>9/14/2023</u> Print Name: Nikolai P. Vitti, Ed.D. Title: Superintendent	

AMENDMENT NO. 002

This Amendment (the "Amendment") made as of the 8th day of November, 2022 ("Effective Date") is to the Agreement by and between the Detroit Public Schools Community District (the "District") and n2y, LLC. ("Supplier") dated on or around October 6, 2022, and any amendments hereto (collectively, the "Original Agreement").

STATEMENT OF AMENDMENT TO ORIGINAL AGREEMENT

- The following shall replace pricing details in Section B: Pricing and Attachment A: Pricing:

PRICING

Product	Pricing per license
Positivity	\$474.99
Unique Learning System	\$699.99
News2You	\$239.99
Symbolstix Prime	\$154.99
L3 Skills	\$159.99
Total Solution Bundle	\$1,524.99
Polaris	\$499.99
Inspire	\$249.99
Classics	\$234.99
Math Manipulatives Kit	\$899.99
Manipulatives and Equals Combined Math Kit	\$3,099.99
Symbolstix Squares – Set 1	\$24.99
Symbolstix Squares – Set 2	\$24.99
Symbolstix Squares – Bundle	\$45.00
Live Online Webinar* Foundational – 4 hours	\$1,596.00
Live Online Webinar* Premium – 14 hours	\$5,586.00
Live Online Webinar* Premium – 24 hours	\$9,576.00
Hybrid (Online & On Site)* Foundational – 1 day onsite + 4 webinar hours	\$6,846.00 +\$1,600 for Pro Content
Hybrid (Online & On Site)* Core – 1 day onsite + 8 webinar hours	\$8,442.00 +\$1,600 for Pro Content
Hybrid (Online & On Site)* Premium – 2 days onsite + 18 webinar hours	\$17,682.00 +\$3,200 for Pro Content
In-Person* Foundational – 1 day onsite	\$5,250.00 +\$1,600 for Pro Content
In-Person* Core – 2 days onsite	\$10,500.00 +\$3,200 for Pro Content
In-Person* Premium – 4 days onsite	\$21,000.00 +\$6,400 for Pro Content
On-Site Professional Learning Essentials	\$5,250/day
On-Site Professional Learning Essentials Pro	\$6,850/day
Essentials Learning Pathway	\$99.00/license
N2y Coach Learning Pathway	\$7,860.00
Interactive Webinar	\$399/hour

*for up to 40 Participants

2. If any provision of this Amendment is held to be void or unenforceable, the remaining provisions are considered to be severable and their enforceability is not affected or impaired in any way by reason of such law or holding.
3. The terms and conditions of the Original Agreement remain in effect except as otherwise stated herein. In the event that any provision of this Amendment conflicts with any of the provisions set forth in the Original Agreement, the provisions of this Amendment shall govern and control.
4. The Original Agreement and this Amendment constitute the entire agreement between the parties with respect to the subject matter hereof; superseding all prior understandings, agreements, contracts or arrangements between the parties, whether oral or written.
5. This Amendment is incorporated by reference in, and is part of the Original Agreement. This Amendment need not be referenced in any instrument or document at any time referring to the Original Agreement, a reference to either the Original Agreement or the Amendment shall be deemed a reference to the Original Agreement, as modified hereby.
6. Capitalized terms defined in the Original Agreement and used in this Amendment shall have the respective meanings assigned to such terms in the Original Agreement, unless clearly otherwise defined in the Amendment.
7. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original and all of which together constitute one and the same document.
8. The Parties further agree that a signature transmitted via facsimile or electronic mail shall be deemed original for all purposes hereunder.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the latest date so written.

**Signature of Authorized Supplier
Representative:**

David B. Swank

Print Name: DAVID B. SWANK

Date: 7/15/23

**DETROIT PUBLIC SCHOOLS
COMMUNITY DISTRICT**

Approved By:

Nikolai P. Vitti, Ed.D., Superintendent

Date: 7/23/2023

**Approved as to form by:
Office of The General Counsel**