




<b>DETROIT PUBLIC SCHOOLS COMMUNITY DISTRICT</b>  <b>Procurement Department</b> Fisher Building 11 <sup>th</sup> Floor 3011 West Grand Blvd. Detroit, MI 48202	<b>SECTION A</b> <b>Contract Cover</b> <b>Page &amp;</b> <b>Signatures</b>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 5px;">1. <b>Contract No.:</b> 19-0194 <b>Modification No.:</b> 006</td> </tr> <tr> <td style="padding: 5px;">2. <b>ITB/RFQ No.:</b> 19-0194</td> </tr> <tr> <td style="padding: 5px;">3. <b>Contract Title:</b> Professional Development Orton-Gillingham Interventions for ELA/Literacy Grades K-12</td> </tr> <tr> <td style="padding: 5px;">4. <b>Contract Amount:</b> \$483,640 NTE</td> </tr> <tr> <td style="padding: 5px;">5. <b>Contract Term:</b> July 8, 2025 – June 30, 2026</td> </tr> </table>	1. <b>Contract No.:</b> 19-0194 <b>Modification No.:</b> 006	2. <b>ITB/RFQ No.:</b> 19-0194	3. <b>Contract Title:</b> Professional Development Orton-Gillingham Interventions for ELA/Literacy Grades K-12	4. <b>Contract Amount:</b> \$483,640 NTE	5. <b>Contract Term:</b> July 8, 2025 – June 30, 2026
1. <b>Contract No.:</b> 19-0194 <b>Modification No.:</b> 006							
2. <b>ITB/RFQ No.:</b> 19-0194							
3. <b>Contract Title:</b> Professional Development Orton-Gillingham Interventions for ELA/Literacy Grades K-12							
4. <b>Contract Amount:</b> \$483,640 NTE							
5. <b>Contract Term:</b> July 8, 2025 – June 30, 2026							
<b>6. Supplier Name:</b> Reading Language Arts, Inc. dba Brainspring <b>Address:</b> 1409 Allen Dr. Suite F <b>City/State/Zip:</b> Troy, MI 48083 <b>Contact:</b> Aaron Dorn <b>Telephone:</b> (800) 732-3211 <b>Email/Fax:</b> aaron.dorn@brainspring.com							
<b>7. Contract Modifications:</b> <u><b>History</b></u> 1. The original contract amount was \$2,072,000 for the first contract period from March 20, 2019 through June 30, 2020. <u><b>Modification 001:</b></u> 1. Exercise renewal increasing the contract by \$ 1,871,270 and extending the contract period through June 30, 2021, for a total not-to-exceed amount of \$3,943,270. 2. All other terms and conditions remain the same. <u><b>Modification 002:</b></u> 1. Exercise renewal extending the contract period through June 20, 2022 and increasing the contract amount by \$905,000. 2. All other terms and conditions remain the same. <u><b>Modification 003:</b></u> 1. Increase the contract by \$222,640 for the contract period ending June 30, 2023. 2. All other terms and conditions remain the same. <u><b>Modification 004:</b></u> 1. Renew the contract through June 30, 2024 in an amount not to exceed \$720,360. 2. All other terms and conditions remain the same. <u><b>Modification 005:</b></u> 1. Renew the contract through June 30, 2025 in an amount not to exceed \$781,185. 2. All other terms and conditions remain the same. <u><b>Modification 006:</b></u> 1. Renew the contract through June 30, 2026 in an amount not to exceed \$483,640. 2. Amend contract Section B: Pricing as outlined in Amendment 001. 3. All other terms and conditions remain the same.							
<b>8. Signature of Authorized Supplier Representative:</b>  <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="text-align: center;">         _____        Signature     </div> <div style="text-align: center;">       8/20/2025        _____        Date Signed     </div> </div> <div style="margin-top: 10px;">       Print Name: <u>Ryan Shalla</u> </div> <div style="margin-top: 10px;">       Title: <u>Director of Sales &amp; Marketing</u> </div>	<b>9. Signature of DPSCD:</b>  <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="text-align: center;">         _____        Signature     </div> <div style="text-align: center;">         _____        Date Signed     </div> </div> <div style="margin-top: 10px;">       Print Name: <u>Nikolai P. Vitti, Ed.D.</u> </div> <div style="margin-top: 10px;">       Title: <u>Superintendent</u> </div>						

## AMENDMENT NO. 1

This Amendment (the “Amendment”) made as of the 28th day of July 2025 (“Effective Date”) is to the Agreement by and between the Detroit Public Schools Community District (the “District”) and Reading Language Arts, Inc., dba Brainspring (“Supplier”) dated on or around June 14, 2019 and any amendments hereto (collectively, the “Original Agreement”).

### STATEMENT OF AMENDMENT TO ORIGINAL AGREEMENT

1. The Contract shall be amended with the following: Section B: Pricing shall be wholly replaced with the following:

Pricing is all-inclusive of labor, materials, supplies, travel or any other necessary items. Pricing includes an applicable cost breakdown. Pricing includes overall cost for professional learning and materials. Payment will only be made according to the number of District employees that are registered in each course 14 days before the first scheduled date of a course, or the number of District employees served, whichever is greater. If an employee registered and does not come to the training, that registration may be transferred to another employee and/or another date. Such transfers will expire with the expiration of the contract.

#### **Professional Development Courses**

<b>Course</b>	<b>Delivery Option</b>	<b>Minimum number of registrants per course offering</b>	<b>Unit Cost/teacher registered</b>
<sup>1</sup> Level I	Live, Remote, or Self-Paced	20 <sup>2</sup>	\$1,100/Teacher

<sup>1</sup>Pricing shown is applicable for both Structures Level I (6-12) or Phonics First® Level I (K-5)

<sup>2</sup>Registration minimum applies to Live course offerings only.

#### **Coaching & Follow Up Support**

<b>Course</b>	<b>Delivery Option</b>	<b>Unit Cost</b>
Coaching	Live or Remote	\$286/Person
Course Review	Self-Paced	\$89/Person

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:**

Ryan Shalla

Print Name: Ryan Shalla

Date: 8/20/2025

**DETROIT PUBLIC SCHOOLS  
COMMUNITY DISTRICT**

**Approved By:**

Nikolai P. Vitti, Ed.D., Superintendent

Date: 8/29/2025

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