

Amendment Number 4
to
Professional Services Agreement
RFP No. 6295
for
Early Childhood Pre-School Curriculum
between
The City of Waterbury, Connecticut
and
Teaching Strategies, LLC

THIS AMENDMENT, effective on the date signed by the Mayor, is by and between the City of Waterbury, 235 Grand Street, Waterbury, Connecticut ("City") and Teaching Strategies, LLC, a State of Delaware duly registered foreign limited liability company doing business at 4500 East-West Highway, Suite #300, Bethesda, Maryland ("TS").

WHEREAS, the parties hereto entered into a Professional Services Agreement RFP 6295 for Early Childhood Pre-School Curriculum commencing on July 1, 2020 ("Contract") and there after amended said Agreement by executing Amendment Number 1; and

WHEREAS, the parties hereto entered into a Professional Services Agreement RFP 6295 for Early Childhood Pre-School Curriculum commencing on July 14, 2020 ("Contract") and;

WHEREAS, the parties executed Amendment 1 on February 24, 2021, to include additional compensation and services; and

WHEREAS, the parties executed Amendment 2 on July 27, 2021, to include additional compensation and services; and

WHEREAS, the parties executed Amendment 3 on March 20, 2024, to include additional compensation and services; and

WHEREAS, in accordance with paragraph 27 of the original Agreement the parties wish to further amend the Agreement to include additional compensation and services; and

NOW THEREFORE, the parties hereby agree and covenant to amend the Contract as Amended by Amendment Number 4 as follows:

1. Paragraph 6.1 as Amended by Amendment 1 shall be deleted and replaced with the following language:

"6.1. Fee Schedule. The fee payable to TS shall not exceed **THREE HUNDRED TWO THOUSAND SEVEN HUNDRED FIFTY-TWO DOLLARS AND 62/100 CENTS (\$302,752.62)** for the entire five-year Contract Time in accordance with TS Pricing Schedule set forth in **Attachment A, consisting of ten**



(10) pages (attached hereto), as amended by Amendment 1 and as further amended by this Amendment 2 and its attached **Schedule A** attached hereto to and made a part of this Amendment Number 2 as if fully set forth herein;

- 6.1.1 Teaching Strategies Gold Assessment Portfolio Fee
 \$15.95 per student/portfolios for 930 students/portfolios
 Amount not to exceed for entire five year Contract Time..... \$74,167.50

- 6.1.2 Creative Curriculum Digital Resources-Subscription Fee
 1 Unit: Amount not to exceed for entire five year Contract Time..... \$1,250.00

- 6.1.3 Creative Cloud for Preschool – Subscription Fee
 46 Units Years 1, 2, & 3 of Contract Term
 Amount not to exceed for years 1, 2, & 3 of Contract Time \$73,599.54
 - 6.1.3.1. Creative Cloud for Preschool Subscription fee
 46 units 3/1/24-6/30/24 of Contract term
 Amount not to exceed..... \$21,850.00

- 6.1.4 Creative Curriculum Digital Resources - Subscription Fee
 46 Units, Years 4 & 5 of Contract Time
 Amount not to exceed for years 4 and 5 of Contract Time..... \$23,500.00

- 6.1.5 Professional Development Implementing Creative Curriculum
 Day 1 and Day 2 -A fee of \$2,380 per day per consultant will be charged.
 Due to the size of staff, we require 2 consultants per day.
 Amount not to exceed for entire five year Contract Time..... \$47,600.00

- 6.1.6 Credit for 46 units of Creative Curriculum Digital Resources
 to be paid to City by TS within thirty (30) days of City’s payment
 of the amount set forth in section 6.1.3 above.....(\$53,854.16)

- 6.1.7 Creative Curriculum for Preschool, 6th edition as further
 Amount not to exceed.....\$49,816.60

- 6.1.8 Creative Curriculum Cloud 07/01/2024 – 06/30/2025
 47 units***\$27,573.02**

- 6.1.9 Creative Curriculum for Preschool 08/01/2024 – 06/30/2025
 Gold Online Assessment Portfolios
 Gold Archives***\$18,147.95**

- 6.1.10 Creative Curriculum Cloud 08/01/2024 – 06/30/2025***\$9,581.65**

- 6.1.11 Custom Coaching Support* **\$9,520.00**

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*as described in Attachment A attached hereto and made a part hereof

6.1.12 Total Compensation for the five-year Contract Time

In an amount not to exceed.....\$ **302,752.62**



3. All other terms, conditions and provisions of the Contract remain in full force and effect and binding upon the parties.

(The next page is the signature page)




IN WITNESS WHEREOF, the parties hereto executed this Amendment Number 1 on the dates indicated below.

WITNESSES:



Alexander DeBasilis

Kayrin Veles
Kayrin Veles

CITY OF WATERBURY

By: 
Paul Pernerewski, Mayor
Date: 10/8/2024



APPROVED AS TO FORM
Attorney, Office of the Corporation Counsel

WITNESSES:


Rashae Travers-Oni

Alysa Ferro

TEACHING STRATEGIES, LLC

By: 
Thomas Yamamoto
Its Thomas Yamamoto its General Counsel
Date: 9/13/2024

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ATTACHMENT A
to
Amendment Number 4
Professional Services Agreement
RFP No. 6295
For
Early Childhood Pre-School Curriculum
Between
The City of Waterbury, Connecticut
and
Teaching Strategies, LLC

- 1. Teaching Strategies, LLC quote number Q-298795.....\$27,573.02
- 2. Teaching Strategies, LLC quote number Q-280950.....\$18,147.95
- 3. Teaching Strategies, LLC quote number Q-185903.....\$ 9,581.65
- 4. Teaching Strategies, LLC quote number Q-317293.....\$ 9,520.00

**Total cost for all additional Curriculum and services
set forth in this Amendment Number 4 shall not exceed..... \$64,822.62**



TEACHING STRATEGIES, LLC ("TS")
 4500 EAST-WEST HIGHWAY, SUITE 300
 BETHESDA, MARYLAND 20814
 301-634-0818

Subscriber Name: Waterbury Public School District
Subscriber Number: 02A33516
Contact Name: Maureen Bergin
Contact Email: mbergin@waterbury.k12.ct.us
Contact Title: Supervisor

Prepared by: Franki Mengoni
 franki.m@teachingstrategies.com
Expiration Date: 06-30-2024
Subscription Term: 07/01/2024 - 06/30/2025

SUMMARY

PRODUCT	SALES PRICE	QTY	TOTAL PRICE
40ccdigital Creative Curriculum® Cloud	\$586.66	47	\$27,573.02
			Subtotal: \$27,573.02
			Shipping: \$0.00
			Tax: \$0.00
			Total: \$27,573.02

If paying by credit card a 2.5% processing fee of \$689.33 will be added, which is to cover the cost of processing a credit or charge card transaction, for a Total Price of \$28,262.35. Only Visa, Mastercard, and American Express credit cards may be used. Please do not use debit cards. To avoid the processing fee, payment by ACH or wire is available.

BILL TO

Billing Client: Waterbury Public School District
Billing Street: 236 Grand Street
Billing City: Waterbury
Billing State: Connecticut
Billing Postal Code: 06702
Billing Country: United States

Subscription Services Products

This Order is entered into by and between Subscriber identified above and TS. This Order incorporates the Subscription Services Terms and Conditions at <https://teachingstrategies.com/agreement-and-policies/> (together with this Order, the "Agreement"). The Agreement sets forth the terms pursuant to which TS will provide access to Subscription Services. Subscriber must sign and deliver a copy of this Order to receive access to the Subscription Services set forth in this Order.

The subscription period will begin on 07-01-2024 and expire on 06-30-2025 ("Term") unless noted otherwise in the subscription details below.

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The administrator identified for this subscription is:
Maureen Bergin
mbergin@waterbury.k12.ct.us

Subscription Details			
Product	Qty	Start	End
Creative Curriculum [®] Cloud	47	07/01/2024	06/30/2025

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TEACHING STRATEGIES, LLC ("TS")
4500 EAST-WEST HIGHWAY, SUITE 300
BETHESDA, MARYLAND 20814
301-634-0818

Subscriber Name: Waterbury Public School District
Subscriber Number: 02A33516
Contact Name: Maureen Bergin
Contact Email: mbergin@waterbury.k12.ct.us
Contact Title: Supervisor

Prepared by: Franki Mengoni
franki.m@teachingstrategies.com
Expiration Date: 08-01-2024
Subscription Term: 08/01/2024 - 06/30/2025

Table with 4 columns: PRODUCT, SALES PRICE, QTY, TOTAL PRICE. Rows include Creative Curriculum Cloud, PD Teacher Membership, ReadyRosie Classroom Resources, and GOLD Online Assessment Portfolios. Summary rows for Subtotal, Shipping, Tax, and Total.

BILL TO
Billing Client: Waterbury Public School District
Billing Street: 236 Grand Street
Billing City: Waterbury
Billing State: Connecticut
Billing Postal Code: 06702
Billing Country: United States

Subscription Services Products
This Order is entered into by and between Subscriber identified above and TS. This Order incorporates the Subscription Services Terms and Conditions at https://teachingstrategies.com/agreement-and-policies/ (together with this Order, the "Agreement").

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Services set forth in this Order.

The subscription period will begin on 08-01-2024 and expire on 06-30-2025 ("Term") unless noted otherwise in the subscription details below.

The administrator identified for this subscription is:

Maureen Bergin
 mbergin@waterbury.k12.ct.us

Subscription Details			
Product	Qty	Start	End
Creative Curriculum [®] Cloud	5	08/01/2024	06/30/2025
PD Teacher Membership	5	08/01/2024	06/30/2025
ReadyRosie Classroom Resources (Multiyear Discount Available)	5	08/01/2024	06/30/2025
GOLD [™] Online Assessment Portfolios (Multiyear Discount Available)	5	08/01/2024	06/30/2025

Online Professional Development and Training

Online training courses ("Online Training") will be made available to you through the website <https://my.teachingstrategies.com/> for use by personnel within your organization. Detailed instructions on how to access and allocate Online Training will be provided to you via email.

The course materials and content of Online Training, including its features and functionality, are and will remain the exclusive property of Teaching Strategies, LLC. This Training is protected by copyright, trademark, and other laws of the United States. The materials, content, features and functionality of Online Training may not be copied and/or republished in any format, in whole or in part. This includes, but is not limited to, copying text, copying pictures or video, copying images for use in brochures, websites or any other medium, copying review content (narrative, video or pictures), copying backgrounds and borders, or any other content.

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TEACHING STRATEGIES, LLC ("TS")
 80 M STREET, SE, SUITE 1010
 WASHINGTON, DC 20003
 301-634-0818

Customer Name: Waterbury Public School District
Customer Number: 02A33516
Contact Name: Maureen Bergin
Contact Email: mbergin@waterbury.k12.ct.us
Contact Title: Supervisor

Prepared by: Michael Brucato
 michael.brucato@teachingstrategies.com
Expiration Date: 10-31-2024
Subscription Term: -

SUMMARY			
PRODUCT	SALES PRICE	QTY	TOTAL PRICE
PD0004701 Custom Coaching Support with Classroom Observation and Action Planning (2 Consecutive Days)	\$4,760.00	1	\$4,760.00
PD0004701 Custom Coaching Support with Classroom Observation and Action Planning (2 Consecutive Days)	\$4,760.00	1	\$4,760.00
Subtotal:			\$9,520.00
Shipping:			\$0.00
Tax:			\$0.00
Total:			\$9,520.00

If paying by credit card a 2.5% processing fee of \$238.00 will be added, which is to cover the cost of processing a credit or charge card transaction, for a Total Price of \$9,758.00. Only Visa, Mastercard, and American Express credit cards may be used. Please do not use debit cards. To avoid the processing fee, payment by ACH or wire is available.

BILL TO

Billing Client: Waterbury Public School District
Billing Street: 236 Grand Street
Billing City: Waterbury
Billing State: Connecticut
Billing Postal Code: 06702
Billing Country: United States

Professional Development and Training
 Professional Development and Training is delivered subject to the following terms: (i) Customer will be invoiced following completion of each session ordered, but not more frequently than monthly; (ii) Fees for training are based

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on a maximum number of 30 attendees per session. An additional fee of \$80 will be charged for each attendee in excess of this maximum; (iii) Additional fees, including travel expenses, will also apply for each session not scheduled at least 21 days in advance; (iv) Customer agrees to arrange for a facility with sufficient space for the number of attendees, and to provide any necessary supplies and equipment, including food, beverages, microphones, speakers, projectors, computers and viewing screens; and (v) Not less than 48 hours in advance of the session, Customer will be provided with an electronic copy of the materials to be distributed to attendees. Customer is responsible for reproducing the materials in sufficient quantity to provide to each attendee. Note that the materials are copyrighted, and may not be reproduced or distributed except in accordance with this provision, without the prior written consent of TS. Your execution of this Order represents a binding purchase of the Professional Development and Training services noted above and a binding commitment to pay the fees when invoiced following the completion of each session.

The Parties may mutually consent through informal written communications to revise Professional Development and Training dates and/or session types listed above so long as the fee(s) for the revised Professional Development and/or Training is consistent with the fee(s) listed above.

In the event of cancellation by the Customer, the following cancellation fees will apply:
 Cancellation within 48 hours of scheduled session date, Customer is invoiced 100% of session fee.
 Cancellation within 7 calendar days of scheduled session date, Customer is invoiced 50% of session fee.
 Cancellation within 21 calendar days of scheduled session date, Customer is invoiced 25% of session fee.

In the event that Customer schedules Professional Development and Training with less than a 30-day notice before session date, the following additional fees will apply:
 Scheduling within 21-30 days prior to session, Customer is invoiced an additional fee of \$300.
 Scheduling with less than a 21-day notice, Customer is invoiced an additional fee of \$790.
 Scheduling with less than a 24-hour notice, Customer is invoice an additional fee of \$790 and also for any additional travel expenses incurred due to last minute travel scheduling.

PD Details

TOPIC AND FORMAT	DATE	START	END
Custom Coaching Support with Classroom Observation and Action Planning (2 Consecutive Days)			
Custom Coaching Support with Classroom Observation and Action Planning (2 Consecutive Days)			

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Customer/Subscriber Name: Waterbury Public School District

Customer/Subscriber Number: 02A33516

Contact Name: Maureen Bergin

Contact Email: mbergin@waterbury.k12.ct.us

Contact Title: Supervisor

TEACHING STRATEGIES, LLC ("TS")

80 M STREET, SE, SUITE 1010

WASHINGTON, DC 20003

301-634-0818

Prepared by: Michael Brucato

michael.brucato@teachingstrategies.com

Expiration Date: 10-31-2024

Subscription Term: 08/01/2024 - 06/30/2025

SUMMARY			
PRODUCT	SALES PRICE	QTY	TOTAL PRICE
CCP-PrintDig-1 The Creative Curriculum® for Preschool, 6th Edition English	\$2,562.09	5	\$12,810.45
76474 Creative Curriculum for Preschool Pets Study	\$150.00	5	\$750.00
79925 The Creative Curriculum® for Preschool Gardening Study	\$150.00	5	\$750.00
75651 Teaching Guide Exercise Study	\$220.00	5	\$1,100.00
76573 Creative Curriculum for Preschool Teaching Guide: Getting Ready for Kindergarten	\$145.00	5	\$725.00
10GOLDPORT GOLD™ Online Assessment Portfolios	\$2.65	90	\$238.50
60ARCHIVE GOLD Archives	\$0.00	900	\$0.00
Subtotal:			\$16,373.95
Shipping:			\$1,774.00
Tax:			\$0.00
Total:			\$18,147.95

If paying by credit card a 2.5% processing fee of \$453.70 will be added, which is to cover the cost of processing a credit or charge card transaction, for a Total Price of \$18,601.65. Only Visa, Mastercard, and American Express credit cards may be used. Please do not use debit cards. To avoid the processing fee, payment by ACH or wire is available.

BILL TO

Billing Client: Waterbury Public School District
Billing Street: 236 Grand Street
Billing City: Waterbury
Billing State: Connecticut



Billing Postal Code: 06702
 Billing Country: United States

SHIP TO

Ship to Org: Waterbury Public School District
 Ship to Attn: Maureen Bergin
 Shipping Address Line 1: 236 Grand St
 Shipping Address Line 2:
 Shipping Address Line 3:
 Shipping City: Waterbury
 Shipping State: Connecticut
 Shipping Postal Code: 6702
 Shipping Country: United States
 Shipping Type: Standard

Print Products

Payment of state sales tax for TS products is the responsibility of Customer. TS guarantees your complete satisfaction. If you are not happy with your order within 45 days of the shipment date, you may return the products in their original condition (unmarked, not damaged) for any reason, for a full refund (less shipping charges). All video and software sales are final. TS is not responsible for returned items that are lost or misdirected.

To return an item, please email support@teachingstrategies.com or call a Customer Support Specialist at 800.637.3652 Option 3 from 9:00 a.m. to 5:00 p.m. ET, Monday through Friday to obtain a Return Authorization Number (RA#) and return-to address. Packages received without a valid RA# are not guaranteed to be accepted and may be returned to sender. The RA# will help us process your return quickly and accurately and it is the only way to ensure you will receive proper credit for your return.

Special Note for Kodo Collection Products: Returns for Kodo classroom material products are processed by Kodo Kids. For information about the Kodo return policies and procedures, please visit: <https://kodokids.com/policies>

Subscription Services Products

This Order is entered into by and between Subscriber identified above and TS. This Order incorporates the Subscription Services Terms and Conditions at <https://teachingstrategies.com/agreement-and-policies/> (together with this Order, the "Agreement"). The Agreement sets forth the terms pursuant to which TS will provide access to Subscription Services. Subscriber must sign and deliver a copy of this Order to receive access to the Subscription Services set forth in this Order.

The subscription period will begin on 08-01-2024 and expire on 06-30-2025 ("Term") unless noted otherwise in the subscription details below.

The administrator identified for this subscription is:
 Maureen Bergin
mbergin@waterbury.k12.ct.us

Subscription Details

Product	Qty	Start	End
GOLD™ Online Assessment Portfolios	90	08/01/2024	06/30/2025
GOLD Archives	900	08/01/2024	06/30/2025
Creative Curriculum® Cloud	5	08/01/2024	06/30/2025

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PD Teacher Membership	5	08/01/2024	06/30/2025
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Online Professional Development and Training

Online training courses ("Online Training") will be made available to you through the website <https://my.teachingstrategies.com/> for use by personnel within your organization. Detailed instructions on how to access and allocate Online Training will be provided to you via email.

The course materials and content of Online Training, including its features and functionality, are and will remain the exclusive property of Teaching Strategies, LLC. This Training is protected by copyright, trademark, and other laws of the United States. The materials, content, features and functionality of Online Training may not be copied and/or republished in any format, in whole or in part. This includes, but is not limited to, copying text, copying pictures or video, copying images for use in brochures, websites or any other medium, copying review content (narrative, video or pictures), copying backgrounds and borders, or any other content.



LIMITED LIABILITY COMPANY RESOLUTION

I, Thomas Yamamoto, hereby certify that I am the duly authorized and acting Member of Teaching Strategies, LLC, a limited liability company organized and existing under the laws of the State of Delaware, do hereby certify that the following facts are true and were taken from the records of said LLC.

The following resolution was adopted at a meeting of the LLC duly held on the 16th day of June, 2022.

“NOW, THEREFORE, BE IT:

RESOLVED, that effective immediately, Thomas Yamamoto is hereby elected as General Counsel and Secretary to the Company, and he shall serve in accordance with the Company’s Organizational Documents until his earlier death, resignation or removal; and be it further

RESOLVED, that in addition to the specific authorizations set forth in any of the foregoing resolutions, each Authorized Officer, acting alone or in combination with one another, be, and hereby is, authorized and directed to prepare, execute, deliver and file (as applicable), or cause to be prepared, executed, delivered and filed (as applicable), all agreements, amendments, certificates, statements, reports, documents, instruments and papers as such Authorized Officer shall determine necessary, desirable or advisable in connection with the foregoing resolutions, or required in order to comply with any applicable requirements and regulations of applicable law or any administrative or governmental agency in connection with any matter contemplated by these resolutions or the transactions contemplated herein.”



And I do further certify that the above resolution has not been in any way altered, amended, repealed and is now in full force and effect.

IN WITNESS WHEREOF, I hereunto set my hand and affix the company seal of said Teaching Strategies, LLC this 13th day of September, 2024.

[Teaching Strategies does not have a company seal.]

Thomas Yamamoto

Member

Thomas Yamamoto
General Counsel

