

Contracting Agreement

This Contracting Agreement (the “Agreement”), effective as of January 30, 2026, (the “Effective Date”), is by and between SchoolKit, a District of Columbia Limited Liability Corporation (“SchoolKit”), and City of Kingsport for its Kingsport City Schools, located at 400 Clinchfield Street, Kingsport, Tennessee 37660, (“Kingsport” and together with SchoolKit, the “Parties”).

WITNESSETH

WHEREAS, Kingsport has determined that a need exists to retain support for the implementation of professional learning services;

WHEREAS, SchoolKit and Kingsport have determined the needs of Kingsport will be satisfied by the services rendered by SchoolKit;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Parties hereto agree as follows:

1. SERVICES.

- (a) SchoolKit agrees to provide the services (the “Services”) described in the Scopes of Work (each a “SOW”) attached as Appendix A in exchange for agreed-upon payments in accordance with the enclosed payment schedules that are provided within Appendix A. Each Scope of Work is incorporated herein and made a part of this Agreement.

2. TERM AND TERMINATION.

- (a) This Agreement shall commence on the Effective Date and shall continue until the date of June 30, 2026, or as provided in the applicable SOW (the “Initial Term”), unless earlier terminated as provided in Section 2(c) or in the applicable SOW.
- (b) Renewal:
 - i. This Agreement may be renewed for additional terms (each a “Renewal Term”) by mutual written agreement of the Parties at any point prior to the expiration of the Initial Term or any Renewal Term. The first Renewal Term, if applicable, will begin July 1, 2026, and will continue until a date agreed upon by the Parties, in each case subject to the termination provision in Section 2(c).
- (c) Termination for Default:
 - i. With the provision of thirty (30) days’ written notice (the “Notice Period”), either Party may terminate this Agreement, in whole or in part, if SchoolKit fails to deliver the supplies or perform the Services within the time specified in this Agreement or any extension provided, provided that

if SchoolKit cures its failure to deliver supplies or failure to perform Services within ten (10) days of the written notice (the “Cure Period”), this Agreement may not be terminated according to this Section 2(c).

- ii. With the provision of the Notice Period, SchoolKit may terminate this Agreement, in whole or in part, if Kingsport fails to timely pay for Services rendered or supplies delivered as provided in Article 3.
- iii. Kingsport shall pay the price specified in the Agreement or SOW for completed supplies delivered and Services accepted.
- iv. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or equity or under this Agreement.

3. PAYMENT FOR SERVICES.

- (a) Kingsport agrees to pay SchoolKit in accordance with the terms set forth in the SOW.
- (b) Payments to SchoolKit are due by the dates outlined in the SOW or otherwise in this Agreement.

4. INDEPENDENT CONTRACTOR. SchoolKit shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee between the Parties hereto or any affiliates or subsidiaries thereof, or to provide either Party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party.

5. REPRESENTATIONS AND WARRANTIES.

- (a) To the extent permitted by Tennessee law, each Party represents and warrants to the other Party that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) the execution of this Agreement and the performance of its obligations hereunder, do not and will not violate any agreement to which it is a party or by which it is bound; and (iii) it is in material compliance with all applicable laws, rules and regulations that would be applicable under this Agreement (the “Laws”).
- (b) To the extent permitted by Tennessee law, each Party represents and warrants to the other that its disclosure of any information, data or materials and the use thereof, as expressly authorized by the disclosing Party, will not violate any confidentiality obligations, trade secrets, copyrights, trademarks or other proprietary rights of any third party.

6. COVENANTS

- (a) To the extent permitted by Tennessee law, each Party agrees that it shall at all times be in material compliance with all applicable laws, rules and regulations applicable under this Agreement.
- (b) To the extent permitted by Tennessee law, each Party agrees that it shall at all times comply with its confidentiality obligations under any separate non-disclosure and confidentiality agreement that may have been executed between the Parties, in addition to those contained in Article 8 herein.

7. CONFIDENTIAL INFORMATION.

- (a) Each Party shall treat as confidential all teacher and student work samples collected or possessed in connection with the Services rendered pursuant to this Agreement in compliance with all applicable state and federal laws and regulations, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. § 1232(g); 34 CFR Part 99, except (i) to the extent such work samples are shared between the Parties and may be shared without violating the Laws, or (ii) to the extent that such work samples are required by applicable Law to be shared with a third-party.

8. DISCLAIMER AND LIMITATION OF LIABILITY.

- (a) TO THE EXTENT PERMITTED BY TENNESSEE LAW, EXCEPT FOR ITS LIABILITY IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.
- (b) TO THE EXTENT PERMITTED BY TENNESSEE LAW, EXCEPT FOR EACH PARTY’S INDEMNIFICATION OBLIGATIONS HEREUNDER, LIABILITY ARISING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS HEREUNDER, EACH PARTY’S CUMULATIVE LIABILITY TO THE OTHER PARTY, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE TOTAL AMOUNTS PAID UNDER THIS AGREEMENT.

9. GENERAL PROVISIONS.

- (a) Paragraph Headings. Paragraph headings are for convenience only and shall not be considered a part of the terms and conditions of this Agreement.
- (b) Modification. No modification, waiver or amendment of any term or condition of this Agreement shall be effective unless and until it shall be reduced to writing and

signed by both of the Parties hereto or their legal representatives.

- (c) Changes. SchoolKit shall not commence any work not specifically required by the approved SOW, nor change the SOW without the prior written authorization of Kingsport. This Agreement may be amended, supplemented or modified only by a written document executed by duly authorized representatives of the Parties. Either Party may initiate a change request for mutual agreement via Agreement amendment.
- (d) If there is a conflict between this Agreement and Appendix A, the terms of the respective appendix shall supersede the corresponding terms of this Agreement with respect to the services performed thereunder.
- (e) Waiver. Failure by either Party at any time to require performance by the other Party or to claim a breach of any term of this Agreement will not be construed as a waiver of any right under this Agreement, will not affect any subsequent breach, will not affect the effectiveness of this Agreement or any part thereof, and will not prejudice either Party in any subsequent action.
- (f) Severability. If any provision of this Agreement is held to be void, invalid or inoperative, the remaining provisions of this Agreement shall continue in effect and the invalid portion of any provision shall be deemed modified to the least degree necessary to remedy such invalidity while retaining the original intent of the parties.
- (g) Complete Agreement. This Agreement, together with every SOW, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes in all respects all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof.
- (h) Assignment. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Subcontracting is authorized.
- (i) Notices. All notices and other communications hereunder shall be in writing, except as herein specifically provided, and shall be deemed to have been given when mailed by first class, registered or certified mail, return receipt requested, postage prepaid, to the intended recipient thereof at its address shown herein below or to such other addresses as the intended recipient may specify in a notice pursuant to this Paragraph.

If to Kingsport City Schools:

Kingsport City Schools
400 Clinchfield St.
Kingsport, TN 37660

If to SchoolKit:

SchoolKit
6711 Germantown Ave.
#25321

Philadelphia, PA 19119-9997

Attn: Brian Cinnamon

Attn: Ethan Mitnick

With a copy to:

City of Kingsport
Attn: City Attorney
415 Broad Street
Kingsport, Tennessee 37660

- (j) Force Majeure. Neither Party shall be in breach of this Agreement or responsible for damages caused by delay or failure to perform, in full or in part, its obligations hereunder, provided that there is good faith in a Party's attempted performance under the circumstances and that such delay or failure is due to fire, earthquake, unusually severe weather, strikes, government sanctioned embargo, flood, act of God, act of war or terrorism, act of any public authority or sovereign government, civil disorder, delay or destruction caused by public carrier, or any other circumstance substantially beyond the control of the Party to be charged.
- (k) Survival of Provisions. The terms and provisions of this Agreement that by their sense and context are intended to survive the performance thereof or hereof of either Party or both Parties hereto shall so survive the completion of performance and termination of this Agreement, including without limitation the making of any and all payments due hereunder.
- (a) Governing Law and Enforcement. This Agreement shall be governed and construed in accordance with the laws of the State of Tennessee without regard to conflict of law provisions thereof. Each Party submits to exclusive jurisdiction and venue in the courts located in Sullivan County, Tennessee for all matters in connection with this Agreement. In the event it should become necessary for either Party to commence an action under this Agreement, each Party shall bear its own attorney fees. Discretionary costs may be awarded by a court as permitted by Tennessee law, provided Kingsport does not waive its governmental immunity.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

Kingsport City Schools

ATTEST:

[Signature]

Angie Marshall, Deputy City Recorder

[Name]

APPROVED AS TO FORM:

[Title]

Rodney B. Rowlett, III, City Attorney

Date: _____

SchoolKit

Signed by:


7606626E4F21420...

Tirza Buelto

Director of Operations & Finance

Date: February 10, 2026 | 4:29 PM EST

Appendix A Scope of Work

The following constitutes the Scope of Work (“SOW”), which is made and entered between SchoolKit and Kingsport City Schools (“Kingsport” and together with SchoolKit, the “Parties”).

Our work together will last from January 1, 2026 to June 30, 2026. SchoolKit will offer the following services to Kingsport:

Onsite Support Days

20 onsite full support days that take place via a cadence determined between SchoolKit and Kingsport City Schools. The purpose of our work together is to strengthen secondary literacy implementation via TDOE’s CLSD grant. Onsite support days will be focused on the priorities identified in the Literacy Materials Implementation Support Grant. In this time, we may complete the following activities:

- Strategic planning with district leaders, including establishing goals for our work together, monitoring the progress and impact of our services, planning training and coaching logistics, and reviewing data.
- Classroom walkthroughs, data collection, and data analysis to develop a comprehensive Secondary Literacy Landscape Analysis & Implementation Plan
- Provide secondary literacy training to teachers and/or leaders
- Provide secondary literacy coaching to teachers and/or leaders
- **IPG & HQIM Framework Data Analysis**
 - SchoolKit will facilitate and analyze the Instructional Practice Guide (“IPG”) and HQIM Implementation Framework data collection three (3) times a year during the CLSD Grant term.
 - This data collection will occur during the 20 onsite support days

Asynchronous Modules

- SchoolKit will create three (3) Asynchronous learning modules each year during the CLSD Grant term, focused on the priorities identified in the Literacy Materials Implementation Support Grant with topics selected by the State.

Reporting & Attendance

- SchoolKit will maintain and report LEA/Public Charter/SSS teacher, employee, and/or representative engagement and LEA/Public Charter/SSS teacher, employee, and/or representative attendance records to the State on direct support days and statewide engagement during the CLSD Grant term.

State Planning Meetings

- SchoolKit will attend contractor meetings every other week with State staff to ensure alignment to statewide support and priorities identified in the Literacy Materials Implementation Support Grant.

Cost

SchoolKit will charge Kingsport a total of \$80,000 for the services described above. Kingsport will pay SchoolKit on a monthly basis for onsite services and associated module, reporting, and planning work provided.

Kingsport City Schools

[Signature]

[Name]

[Title]

Date: _____

ATTEST:

Angie Marshall, Deputy City Recorder

APPROVED AS TO FORM:

Rodney B. Rowlett, III, City Attorney

SchoolKit

Signed by:


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Tirza Buelto

Director of Operations & Finance

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