

Contracting Agreement

This Contracting Agreement (the “Agreement”), effective as of June 19, 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, Suite 200, Kingsport, Tennessee 37664, (“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, 2027, 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, 2027, 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) 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) 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) 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) 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.
- (b) Notwithstanding anything in this Agreement to the contrary, any provision regarding the confidentiality of the terms and conditions of the Agreement are deleted. Any documents, materials, or attachments/exhibits, including the Terms of Service/the Agreement/the License Agreement and the information contained in the Agreement, in any format, including, but not limited to, paper, electronic, or virtual, are public records pursuant to the Tennessee Open Records Act, set out in Tenn. Code Ann. § 10-7-503 *et seq.*, are not confidential, and are subject to disclosure in whole or in part to any citizen of Tennessee, without regard to any provision contained in the Agreement declaring information confidential. Records not otherwise made confidential by Tennessee law are public records. Kingsport must, upon proper request by a citizen of Tennessee, release public documents and records as defined by Tenn. Code Ann. §10-7-503 *et seq.*, including, but not limited to, the Agreement and all records created and maintained related to the Agreement, without the requirement to disclose such request to SchoolKit or provide SchoolKit with notice or the time to obtain a protective order.

8. DISCLAIMER AND LIMITATION OF LIABILITY.

- (a) EXCEPT FOR ITS LIABILITY IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AND TO THE EXTENT PERMITTED BY TENNESSEE LAW, 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) EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER AND TO THE EXTENT PERMITTED BY TENNESSEE LAW, 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 Street, Suite 200
Kingsport, TN 37664

Attn: Brian Cinnamon

If to SchoolKit:

SchoolKit
6711 Germantown Ave.
#25321
Philadelphia, PA 19119-9997

Attn: Ethan Mitnick

- (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 the state or federal courts for Kingsport, 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 be responsible for its attorney's fees and costs in connection with any such collection efforts.

[Signature Page Follows]

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

City of Kingsport for its Kingsport City Schools

[Signature]

[Name]

[Title]

Date:_____

ATTEST:

Angela 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

Date: June 22, 2026 | 9:05 AM EDT

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 July 1, 2026 to June 30, 2027. SchoolKit will offer the following services to Kingsport:

This is the second year of the partnership between Kingsport City Schools and SchoolKit in support of the CLSD secondary literacy grant. In the first year of our partnership, we focused on context building, established baselines for district systems and student performance, and set goals for the upcoming work. Year 2 of our work together will target Unit and Lesson-level internalization with a goal of supporting Kingsport in shifting responsibilities for these high-leverage tasks from the district to school-level leaders in Middle School. To accomplish this we will work in tandem to deepen leaders' understanding of best practices in secondary literacy and strengthen systems and structures for effective HQIM implementation. Additionally, we will focus on supporting teachers utilizing these internalization practices with an emphasis on planning and implementing supports for individual students in their classrooms.

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.

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 teacher, employee, and/or representative engagement and LEA 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 \$80,000.00 for the services described above. Kingsport will pay SchoolKit on a monthly basis based on services provided the preceding month.

Kingsport City Schools

[Signature]

[Name]

[Title]

Date: _____

ATTEST:

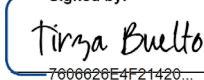
Angela Marshall, Deputy City Recorder

APPROVED AS TO FORM:

Rodney B. Rowlett, III, City Attorney

SchoolKit

Signed by:


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Tirza Buelto

Director of Operations & Finance

Date: June 22, 2026 | 9:05 AM EDT

Background Check Requirement

Mandatory background checks are required to execute this agreement. Vendor will fully comply and require its contractors and agents to fully comply with the requirements contained in T.C.A. §49-5-413(d) pertaining to required background checks for individuals, who will have direct contact with school children or a childcare center or have access to the grounds of a school when children are present. Vendor will have mandatory background checks as set out in the statute, and Vendor has a duty to require such individuals to supply a fingerprint sample and submit to a criminal history records check to be conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with the children or to enter school grounds. Vendor agrees that no employer, or employee of the employer, including contractors of Vendor to whom T.C.A. § 49-5-413(d) applies, shall come in direct contact with school children or with children in a child care program or enter the grounds of a school or child care center when children are present if the criminal history records check indicates that the employer or employee has ever been convicted of any of the offenses listed in T.C.A. § 49-5-413 including the following offenses, or the same or similar offense in any jurisdiction, including convictions for the solicitation of, attempt to commit, conspiracy, or acting as an accessory to:

- (i.) A sexual offense or a violent sexual offense as defined in T.C.A. § 40-39-202; or
- (ii.) Any offense in title 39, chapter 13 (offenses against persons); or
- (iii.) T.C.A. §§ 39-14-301 AND 39-14-302 (arson, aggravated arson); or
- (iv.) T.C.A. §§ 39-14-401 through 39-14-404 (Definitions for burglary and related offenses; burglary; aggravated burglary; especially aggravated burglary); or
- (v.) T.C.A. §§ 39-15-401 through 39-15-402 (child abuse and child neglect or endangerment; Haley's Law – aggravated child abuse and aggravated child neglect or endangerment); or
- (vi.) T.C.A. § 39-17-417 (controlled substances offenses) or
- (vii.) T.C.A. § 39-17-1320 (providing handgun to juveniles); or
- (viii.) Any other offense in title 39, chapter 17, part 13 (weapons).

Prior to any employer or employee providing service to the school pursuant to this Agreement Vendor shall certify in writing to Kingsport City Schools that all employees of Vendor or its contractors providing service to students or entering on school grounds when children are present have successfully completed the required background or otherwise complied with T.C.A. § 49-5-413(d) and that such employees have none of the convictions listed above, are not registered sex offenders and have no other disqualification(s) under T.C.A. § 49-5-413(d).

DocuSigned by:

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Signature of Authorized Representative

June 24, 2026 | 3:18 PM EDT

Date