

## **Contracting Agreement**

This Contracting Agreement (the “Agreement”), effective as of May 1, 2023, (the “Effective Date”), is by and between SchoolKit, a District of Columbia Limited Liability Corporation (“SchoolKit”), and Crowley Independent School District, located at 1900 Crowley Pride Drive, Fort Worth, TX 76036 (“Crowley” and together with SchoolKit, the “Parties”).

### **WITNESSETH**

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

WHEREAS, SchoolKit and Crowley have determined the needs of Crowley 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 July 1, 2023 (the "Effective Date") and shall continue until the date of June 30, 2024 (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, 2024, 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 sixty (60) days’ written notice (the “Notice Period”), either Party may terminate this Agreement, in whole or in part, and with or without cause.

- ii. With the provision of the Notice Period, SchoolKit may terminate this Agreement, in whole or in part, if Crowley fails to timely pay for Services rendered or supplies delivered as provided in Article 3.
- iii. Crowley 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) Crowley 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. INDEMNIFICATION.** To the extent permitted by law, each Party agrees to defend, indemnify and hold harmless the other Party, its partners, subsidiaries, affiliates, successors and assigns, and each of their officers, directors, consultants and employees, against and from any and all claims, liabilities, damages, fines, penalties or costs of any nature, including reasonable attorney's fees and expenses, to the extent arising out of any third party claims (collectively, "Claims") in connection with a breach or alleged breach of any of its representations, warranties or covenants.

**8. 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, 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) SchoolKit is not entitled to receive student records under this Agreement, which must be kept confidential according to the Family Educational Rights and Privacy Act.

**9. DISCLAIMER AND LIMITATION OF LIABILITY.**

- (a) EXCEPT FOR ITS INDEMNIFICATION OBLIGATIONS HEREUNDER, OR 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) 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.

**10. 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 Crowley. 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.
- (j) Boycott Israel. Pursuant to Texas Government Code § 2271.002, to the extent that Contractor and any of its subcontractors are not sole proprietorships, have greater than ten (10) employees, and this Agreement is for an excess of \$100,000.00, Contractor and any subcontractors must not boycott Israel, and must agree not to boycott Israel during the term of the Contract.

If to Crowley:  
Crowley Independent School District  
1900 Crowley Pride Drive  
Fort Worth, TX 76036

If to SchoolKit:  
SchoolKit  
1330 Otis Place NW  
Suite 2  
Washington, DC 20010

Attn.: Kellie Conlon

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.
- (l) Governing Law and Enforcement. This Agreement shall be governed and construed in accordance with the laws of Texas without regard to the conflict of law provisions thereof. Each Party submits to exclusive jurisdiction and venue in the courts located in Tarrant County, Texas 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, the prevailing Party shall be entitled to collect all reasonable attorney's fees and costs in connection with any such collection efforts.

**11. CRIMINAL BACKGROUND CHECK.** For all SchoolKit employees, subcontractors, and agents who will be physically present on a District campus in the course of this Agreement's performance, SchoolKit must provide sufficient identification information to the District to conduct criminal background checks. Thereafter, the District will provide the results and identify any prohibited individuals showing results for a conviction or active indictment for any felony, or other offense that may pose a risk to children, according to the District's sole discretion.

**12. BOARD POLICY.** SchoolKit and all individuals under its formal or informal control must comply with the District's Board Policies at all times while present at a District campus or while working remotely with District personnel. Any variation from the District's Board Policy will constitute breach of this Agreement, and permit the District to exercise its rights under Section 2.

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

**Crowley Independent School District**


\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

Date: \_\_\_\_\_

**SchoolKit**

  
\_\_\_\_\_

Ethan Mitnick

President

Date: 4/12/23

## **Appendix A Scope of Work**

The following constitutes the Scope of Work (“**SOW**”), which is made and entered between SchoolKit and Crowley Independent School District (“**Crowley**” and together with SchoolKit, the “**Parties**”).

Our work together will last from July 1, 2023 through June 30, 2024 (12 months). SchoolKit will offer the following services to Crowley:

### **District Strategic Planning**

- 3 on-site full days and 5 total remote days over the course of our partnership to engage in the following activities with district leaders:
  - Perform a district Needs Assessment
  - Develop a plan for the Framework Committee
  - Ensure the completion of grant assurance deliverables
  - Check in during regular meetings to reflect on progress and adjust or revise plans
  - Plan out the logistics of our partnership

### **Framework Development and Committee Leadership**

- 4 on-site full days and 7 total remote days to engage in the following activities with the members of the Framework Committee and/or other stakeholder groups as determined by the district:
  - Lead Collective Learning sessions on the Research-Based Instructional Strategies (“**RBIS**”)
  - Facilitate Framework Committee meetings with district leaders
  - Develop, refine, and finalize Framework
  - Complete other grant assurance deliverables

### **Support to Realize the Framework**

- 14 on-site full days and 13 total remote days over the course of our partnership to engage in the following activities with district leaders and/or other stakeholder groups as necessary:
  - Identify key implementation activities necessary to realize the Framework (e.g. leader and teacher trainings, continued communications planning and strategy)
  - Provide direct onsite and remote trainings or coaching to leaders and teachers in alignment with the plan

### ***Total Cost:***

SchoolKit will charge Crowley a total of **\$175,000** for the services described above. Crowley Independent School District will pay SchoolKit on the following schedule:

- October 31, 2023 - \$43,750
- January 31, 2024 - \$43,750
- April 30, 2024 - \$43,750
- June 30, 2024 - \$43,750

**Crowley**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

Date: \_\_\_\_\_

**SchoolKit**

  
\_\_\_\_\_

Ethan Mitnick

President

Date: 4/12/23  
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