



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: February 16th, 2022

Agenda Section: Consent

Agenda Item Title: School Kit TCLAS #2 Supports

From: Theresa Servellon, Chief Academic Officer

Additional Presenters if Applicable: Kevin Rasco, Director of Advanced Academics

Description: As a part of our grant award from TCLAS Decision 2, we are required to contract with a vendor for implementation supports and professional development for the high quality instructional materials that we will receive. This contract is with the vendor that the team has chosen and will include support for campus/central administration, instructional coaches, and teachers.

Historical Data: This is the first time we have utilized this vendor.

Recommendation: Approve the contract for implementation supports and professional development with School Kit for the high quality instructional materials we will be receiving for the next two and a half years.

Funding Budget Code and Amount: TCLAS Grant Funds in the amount of \$80,000.00

Contracting Agreement

This Contracting Agreement (the “Agreement”), effective as of January 28, 2022, (the “Effective Date”), is by and between SchoolKit, a District of Columbia Limited Liability Corporation (“SchoolKit”), and South San Antonio Independent School District, located at 1450 Gillette Blvd. San Antonio , TX 78224 (“South San Antonio ISD” and together with SchoolKit, the “Parties”).

WITNESSETH

WHEREAS, South San Antonio ISD has determined that a need exists to retain support for the implementation of professional learning services;

WHEREAS, SchoolKit and South San Antonio ISD have determined the needs of South San Antonio ISD 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, 2023 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, 2023, 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 South San Antonio ISD fails to timely pay for Services rendered or supplies delivered as provided in Article 3.
- iii. South San Antonio ISD 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) South San Antonio ISD 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. 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.

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.

12. 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 [CLIENT]. 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 South San Antonio ISD:

Kevin Rasco
1450 Gillette Blvd.
San Antonio , TX 78224

Attn.:Kevin Rasco

If to SchoolKit:

SchoolKit
1330 Otis Place NW
Suite 2
Washington, DC 20010

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 the District of Columbia without regard to conflict of law provisions thereof. Each Party submits to exclusive jurisdiction and venue in the courts located in the District of Columbia 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.

[Signature Page Follows]

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

South San Antonio Independent School District

[Signature]

[Name]

[Title]

Date: _____

SchoolKit



Ethan Mitnick

President

Date: 2/1/2022

Appendix A Scope of Work

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

Our work together will last from March 1, 2022 through June 30, 2023.

Description of Services.

SchoolKit shall provide the following Services to **South San Antonio ISD**:

District Strategic Planning

- 1 on-site full day and 3 total remote days over the course of our partnership to engage in the following activities focused on K-5 math (THL Eureka), grades 6-12 math (THL Carnegie), grades K-8 RLA (THL Amplify English), grades K-5 SLAR (THL Amplify Spanish), K-5 Science (THL PhD Science), and 9-12 RLA (THL Odell High School Literacy Program) with district leaders:
 - Set a clear district vision and expectations for instruction and curriculum in each content area
 - Plan out an implementation strategy that involves communications with teachers and leaders, leader professional learning/coaching, and teacher professional learning
 - Plan out the logistics of our partnership and monitor the success of our work together

Leader Training

- 6 total on-site half days and 6 total remote two-hour training sessions for leaders on the following curricula (allocation of half days/sessions by curriculum to be determined with district staff):
 - THL Eureka Math grades K-5
 - THL Carnegie Math grades 6-12
 - THL Amplify grades K-5 English
 - THL Amplify grades K-5 Spanish
 - THL Amplify grades 6-8
 - THL PhD Science grades K-5
 - THL Odell HSLP grades 9-12

Teacher Training

- 6 on-site full days and 4 remote half-days training and unit/lesson study for teachers on the following curricula (allocation of days by curriculum to be determined with district staff):
 - THL Eureka Math grades K-5
 - Two grade-level bands: K-2 and 3-5
 - THL Carnegie Math grades 6-8
 - THL Carnegie Math grades 9-12
 - THL Amplify grades K-5 English
 - THL Amplify grades K-5 Spanish
 - THL Amplify grades 6-8

- o THL Odell HSLP grades 9-12
- o THL PhD Science grades K-5

For the services described above, we can adjust the allocation of on-site and remote time and leader v. teacher focus with the district as needed.

Total Cost:

SchoolKit will charge South San Antonio Independent School District a total of \$80,000 for the services outlined above. South San Antonio ISD will pay SchoolKit on the following schedule:

- June 30, 2022 - \$20,000
- October 31, 2022 - \$20,000
- February 28, 2023- \$20,000
- June 30, 2023- \$20,000

South San Antonio Independent School District

[Signature]

[Name]

[Title]

Date: _____

SchoolKit



Ethan Mitnick

President

Date: 2/1/2022