



Newport Independent Schools

MOVING FORWARD TOGETHER

Date: November 12, 2025

Prepared by: Autumn Slankard, Director of Curriculum

I. Requests or Recommendations to the Board

I am requesting the Board's approval for a Services Agreement with TNTP, Inc., an educational non-profit and an approved provider in the Rivet Education Professional Learning Partner Guide. The KyCL25 grant requires that we enter a contract with a Rivet approved professional learning provider that ensures we are engaging in long-term, repeated professional learning regarding literacy. The Board should note that the KyCL25 grant is reimbursement-based. The district must first make the payment to the vendor, and then we will submit payment requests to the state quarterly for full recovery of the funds. This partnership has already been pre-approved by our grant manager at KDE, providing additional assurance that it will be reimbursed.

This partnership is for a comprehensive program of ongoing professional learning for our administrators and instructional coaches, with the goal of developing their capacity to become more effective literacy coaches to teachers. The services outlined in the contract are designed to meet the grant's requirement for sustained, provider-based coaching support, and we have successfully negotiated a significant price reduction by pivoting some of the originally proposed sessions from onsite to virtual. The contract now reflects two onsite and four virtual visits to maximize efficiency and savings. This work is highly recommended by multiple staff members at KDE, who cited TNTP's proven expertise in supporting high-quality instructional practices.

Furthermore, we are supporting our local educational cooperative, NKCES, as they move through their own Rivet certification process. This certification is an intensive, multi-stage review process that ensures partners meet stringent criteria for providing high-quality, curriculum-aligned professional learning. This collaboration is a fiscally responsible long-term strategy, as NKCES will be able to provide this high-quality professional development to our district at a substantially lower cost, or potentially free, once they are fully Rivet certified next year.

Recommended Action:

I respectfully request that the Board of Education approve the request as written and presented, in full, to support the goals and intended outcomes outlined in the proposal.

THIS SERVICES AGREEMENT (this "**Agreement**") is made by and between TNTP, Inc., a Delaware nonprofit corporation organized and operated exclusively for charitable and educational purposes and qualifies for exemption from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "**Code**"), and is further classified as a public charity within the meaning of Section 509(a)(1) of the Code, with its principal office at 500 7th Avenue, 8th Floor, New York, New York 10018 ("**TNTP**"), and **Newport Independent Schools**, with its principal office at **30 W 8th St, Newport, KY 41071** (the "**Client**"). This Agreement shall be effective as of the later of the dates beneath the parties' signatures below (the "**Effective Date**"). This Agreement consists of the following terms, as well as the Scope of Services in the attached Schedule A.

STATEMENT OF PURPOSE: The Client wants to engage TNTP to provide school support as detailed in this Agreement.

Section 1. Term and Services.

For the period commencing on the Effective Date until **May 15, 2025** (the "**Term**"), TNTP agrees to provide services for the Client as specified in the services stated in Schedule A ("**TNTP's Services**," "**Scope of Services**," or "**Services**"). The Services may include the provision of documentation, reports, analysis, and other content ("**Deliverables**"). TNTP's Services will be considered accepted upon the Effective Date or upon commencement of the Services at Client's direction following Client's instructions to commence Services under the Proposal. TNTP will use its reasonable efforts to achieve the deadlines for Services, if any, set forth in any timetable and/or dates for delivery contained in Schedule A. TNTP may, upon written notice to Client, subcontract any portion of the Services in its sole discretion.

Section 2. TNTP and Client Responsibilities.

- a. Client will cooperate with TNTP to facilitate the performance of TNTP's Services. If necessary to facilitate TNTP's provision of the Services, Client will provide TNTP with access (which may be in-person or remote via virtual means such as teleconference and videoconference, as agreed upon by the parties) to Client personnel, classrooms, meeting spaces, buildings, and background check processes as needed for TNTP's Services. If applicable, the Services may require student and/or staff/leader/teacher surveys, data collection and analysis, focus groups, student work samples, and video recordings of classroom activities, and all these activities will be done in compliance with this Agreement.
- b. Client, and not TNTP, is responsible for all employment-related obligations, liabilities, and decisions that may relate to the implementation of the Services or results from the Services.
- c. TNTP and Client may mutually agree to permit in-person, essential work-site visits under certain circumstances. In deciding to permit in-person, essential work-site visits, TNTP and Client will take into account CDC guidance, state and local regulations and guidance, the school and district's health and safety plan related to pandemics or infectious disease, and the internal policies of both Client and TNTP. If the parties agree to work-site visits, school staff will be instructed to follow all school district and TNTP health and safety procedures. Client releases TNTP from any liability related to pandemic or infectious disease-related transmission from in-person work-site visits. TNTP reserves the right to discontinue work-site visits at any time if TNTP determines that cessation of work-site visits is necessary to protect the health and safety of its personnel.

Section 3. Representations and Warranties; Disclaimer.

Each party represents and warrants that it:

- a. Has the full right, power, legal capacity, and authority to enter into this Agreement and to carry out its obligations hereunder;
- b. Maintains adequate and appropriate insurance, including comprehensive general liability, professional liability, and workers' compensation insurance, to cover activities under this Agreement;

- c. Will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in connection with its performance under this Agreement; and
- d. Is not subject to and will not enter into any agreement or arrangements which preclude compliance with the provisions of this Agreement.

Disclaimer of Warranties. EXCEPT AS PROVIDED IMMEDIATELY ABOVE, THE SERVICES, DELIVERABLES, AND TNTP THIRD PARTY MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND. TNTP DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Section 4. Payment and Invoicing.

The Client shall pay a flat fee to TNTP in the amount of \$82,987 for TNTP's Services (the "**Client Fee**"). TNTP shall invoice the Client for the Client Fee according to the following schedule:

Invoice Date	Invoice Amount
December 20, 2025	\$8,299
March 20, 2026	\$44,813
May 20, 2026	\$29,875
Total	\$82,987.00

TNTP's failure to timely invoice will not constitute a waiver of any of TNTP's rights hereunder or constitute a breach by TNTP of this Agreement. The invoice is due and payable by ACH or wire transfer within thirty (30) days of Client's receipt of the invoice, without regard to any delay for purchase order or invoice reference. Client will validate any changes to ACH or wire payments by contacting TNTP at ar@tntp.org. After thirty (30) days, interest may be charged at a rate of one percent (1%) per month. Client agrees to provide, for inclusion in each Scope of Services, the specific information that must be included on an invoice (e.g., a Purchase Order Number or other reference). If there are disputed amounts on any invoice, the balance of such invoice, after deducting any disputed amounts, shall be paid in full when due and payable, and the disputed amounts shall be presented to TNTP for resolution as soon as such disputed amounts have been determined by the Client. Once resolved, Client will promptly pay any disputed amounts to TNTP without the need for TNTP to issue an additional invoice.

Financial Contacts:

For TNTP: TNTP Accounts Receivable
ar@tntp.org

For Client: TNTP shall direct invoices to:

_____ (Financial Contact Name)
 _____ (Title)
 _____ (Email Address)

Section 5. Independent Contractor.

TNTP's relationship to the Client is that of an independent contractor and nothing herein will be construed as creating an employer/employee relationship, partnership, joint venture, or other business group or concerted action. TNTP will determine the method, details, and means of performing the Services. TNTP may represent, perform services for, and

contract with other additional clients, persons, or companies as TNTP, in its sole discretion, sees fit, provided those services do not pose a conflict of interest with the services performed to Client.

Section 6. Termination; Survival.

If at any time either of the parties believes that the other party has materially breached its obligations under this Agreement, written notice shall be given by the party alleging breach setting forth the asserted breach and providing an opportunity to cure the same within thirty (30) days after such written notice. If the asserted breach has not been cured to the reasonable satisfaction of the party providing the written notice, but reasonable attempts to cure (as determined by the party providing written notice of asserted breach) have been made in writing by the party to whom the written notice of asserted breach was given, said party will have an additional opportunity to cure for a period of thirty (30) days following the expiration of the initial thirty (30) day cure period. If the asserted breach has not been cured to the satisfaction of the party providing written notice of asserted breach, that party may elect to terminate this Agreement upon written notice to the breaching party. If this Agreement is terminated, the rights and obligations of each party hereunder will terminate, provided, however, that such termination will not terminate the rights and obligations of the parties that expressly survive the termination of this Agreement, including, without limitation, the obligation of the Client to pay TNTP for time and expenses incurred in rendering the Services pursuant to this Agreement prior to the effective date of such termination.

Sections 3 (Representations and Warranties; Disclaimer), 4 (Payment and Invoicing), 6 (Termination; Survival), 7 (Indemnification, Exclusion of Certain Damages, Limitation of Liability, Subpoenas, and Insurance Coverage), 8 (Intellectual Property Rights (IRPs)), 9 (Promotional Materials and Publicity), 10 (Data), 11 (Confidentiality) and 12 (Miscellaneous), and terms of Schedule A that expressly survive termination, will survive expiration or termination of this Agreement.

Section 7. Indemnification, Exclusion of Certain Damages, Limitation of Liability, Insurance and Subpoenas.

7.1 Indemnification. To the extent permitted by applicable law, each party agrees to defend and indemnify the other party, their subsidiaries and affiliates, and hold them harmless from any and all unaffiliated third party claims ("**Claims**"), losses, damages, penalties, costs, and expenses, including without limitation, settlement costs and any legal, accounting and other expenses for investigation or defending any actions or threatened actions (collectively, "**Losses**") to the extent such Claims were caused by (a) the intentional misconduct of a party, or any of their employees or agents, or (b) any untruth, inaccuracy, fraud or material omission in any representation or warranty made by a party. In addition, Client will defend, indemnify, and hold harmless TNTP from and against any Claims arising from employment decisions made by Client related to the Services provided by TNTP. The party seeking indemnification shall provide the indemnifying party with prompt written notice of any Claim(s) and give complete control of the defense and settlement of the indemnifying party, and shall cooperate with the indemnifying party, its insurance company, and its legal counsel in its defense of such Claim(s). This indemnity shall not cover any Claim in which there is a failure to give the indemnifying party prompt notice to the extent such lack of notice materially prejudices the defense of the Claim.

7.2 Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL TNTP BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR SPECIAL DAMAGES WHATSOEVER, ARISING OUT OF OR THAT RELATE IN ANY WAY TO THIS AGREEMENT OR ITS PERFORMANCE. THIS EXCLUSION WILL APPLY REGARDLESS OF THE LEGAL THEORY UPON WHICH ANY CLAIM FOR SUCH DAMAGES IS BASED, WHETHER TNTP HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER SUCH DAMAGES WERE REASONABLY FORESEEABLE, OR WHETHER APPLICATION OF THE EXCLUSION CAUSES ANY REMEDY TO FAIL OF ITS ESSENTIAL PURPOSE. THE FOREGOING EXCLUSION DOES NOT APPLY TO CLAIMS RELATED TO TNTP'S FRAUD OR INTENTIONAL MISCONDUCT.

7.3 Limitation of Liability. NOTWITHSTANDING ANY DAMAGES THAT CLIENT MIGHT INCUR UNDER THIS AGREEMENT FOR ANY REASON WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ALL DIRECT DAMAGES), TNTP'S ENTIRE LIABILITY UNDER THIS AGREEMENT AND CLIENT'S EXCLUSIVE REMEDY UNDER THIS AGREEMENT WILL BE LIMITED TO THE CLIENT FEES PAID TO TNTP IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS,

EXCLUSIONS, AND DISCLAIMERS SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

7.4 Subpoenas. If TNTP is requested by Client or required by subpoena or similar legal process to produce TNTP's materials or personnel with respect to an engagement for Client, provided that TNTP is not a party to the proceeding, Client will reimburse TNTP for its professional time and reasonable out-of-pocket expenses, including the reasonable fees and out-of-pocket expenses of TNTP's outside counsel incurred in responding to such a request.

7.5 Insurance Coverage. TNTP will, at its sole expense, maintain comprehensive general liability insurance with policy limits of not less than \$1,000,000, and provide to the Client upon request a certificate of insurance evidencing such coverage.

Section 8. Intellectual Property Rights (IPR).

8.1 Ownership by TNTP.

- a. **TNTP IPR.** Client acknowledges and agrees that as between Client and TNTP, TNTP is and will remain the sole and exclusive worldwide owner of all TNTP IPR. For purposes of this Agreement, "**TNTP IPR**" means all patents, copyrights, trademarks, services marks, designs, logos, trade secrets, publicity, privacy or moral rights, and any other intellectual property or proprietary rights arising at any time under the applicable law of any jurisdiction anywhere in the world that subsists in, without limitation, the following: all technology, frameworks, processes, systems, methodologies, analytical tools, industry data and insights, layouts, TNTP Confidential Information (defined below), TNTP tools, TNTP's Video Library, Learning Portal, Insight, Academic Scorecard and online platforms that TNTP owns or to which TNTP has a license; and any improvements, derivatives or modifications to any of the foregoing, TNTP owns all TNTP IPR in existence prior to or developed independently of this Agreement.
- b. **Work Product.** Client acknowledges and agrees that all intellectual property rights in any work created, produced, or developed by TNTP, whether alone or jointly with others, in the course of providing the Services under this Agreement ("**Work Product**"), shall immediately upon creation or performance vest in and shall remain the sole and exclusive property of TNTP, and Client shall acquire no right, title or interest in and to the same, except for the limited license rights expressly granted under this Agreement.
- c. **Reservation of Rights.** Client agrees that no TNTP IPR or Work Product will be shared, licensed, or sold by Client to any other person or entity under any circumstances without the prior written consent of TNTP, except for the limited license rights expressly granted under this Agreement.
- d. **Third Party Materials.** As part of the Services: (i) TNTP may provide Client access to third party materials ("TNTP Third Party Materials") or (ii) Client may provide third party materials to TNTP to use in providing the Services ("Client Third Party Materials"). Client acknowledges that such access and/or use of TNTP Third Party Materials is at Client's sole risk. TNTP makes no representation or warranty or assumes any liability, with respect to any such **TNTP Third Party Materials**. TNTP does not endorse or approve any TNTP Third Party Materials. If Client provides any Client Third Party Materials to TNTP, Client represents and warrants that Client has obtained all rights necessary for TNTP to use the Client Third Party Materials to deliver the Services pursuant to this Agreement.

8.2 License to Work Product. Subject to Client's payment in full to TNTP for the Services, TNTP grants Client the following limited, revocable, non-commercial, non-exclusive, non-transferable, non-sublicensable license, to use the Work Product provided as part of the Scope of Services and any TNTP IPR that is necessarily included in Work Product, solely for Client's own internal business operations, trainings, and analysis in connection with the Scope of Services. Client agrees not to disclose the Work Product or any TNTP IPR included therein to any third party except as otherwise permitted under this Agreement

8.3 Trademarks. Client acknowledges that TNTP owns the TNTP name, flame logo, and the tagline Reimagine Teaching (collectively the "**Marks**"). TNTP grants Client a limited, non-exclusive, non-transferable, revocable license to use the Marks, without the right to grant sublicenses, for the specific purpose of the marketing and promotion for these specific Services, if applicable, and in accordance with Schedule A. Any use of the Marks beyond the scope permitted in this Agreement shall be (a) subject to the prior written approval by TNTP, (b) consistent with the terms of this Agreement, and (c) used for the sole purpose of the Project, TNTP's Services and work with Client. The Marks may not be altered or modified in any way unless approved in writing by TNTP. Client will immediately cease using the Marks upon the earlier of TNTP's request, the termination of this Agreement, or the completion of the Services. Client shall not attempt to register the Marks and will cooperate with TNTP protecting and defending them.

Section 9. Promotional Materials and Publicity.

Subject to the terms of this Agreement, Client and TNTP agree that either party may use descriptions of the Services performed by TNTP in promotional materials, including bid applications and client lists, and that TNTP may explicitly identify Client as a client of TNTP.

Section 10. Data.

10.1 Use of Data. If required by the Scope of Services, Client agrees to provide to TNTP, at no cost to TNTP, and within thirty (30) days of TNTP's written request, all requested student data ("**Student Data**"), teacher and staff related data ("**Staff Data**"), and demographic and school/district information ("**School Data**"). Student Data, Staff Data, and School Data is collectively referred to herein as "**Data**". The Client's failure to provide TNTP with Data, or access to collect the Data, may cause a material delay in the delivery of Services for which TNTP will not be held responsible.

The parties agree that Data may be shared between the parties and may only be used by the parties for the purposes identified in this Agreement, including Schedule A, and in a manner consistent with the terms outlined in this Agreement. The parties agree to comply with all relevant federal, state, and local laws and regulations governing the privacy and security of personally identifiable information (including transmission of data), to the extent applicable.

For the purposes of this Agreement and pursuant to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, 34 CFR Part 99, a "school official" is a contractor that: (1) performs an institutional service or function for which the agency or institution would otherwise use employees; (2) is under the direct control of the agency or institution with respect to the use and maintenance of education records; and (3) is subject to CFR §99.33(a) governing the use and re-disclosure of personally identifiable information from student records. Client recognizes and agrees that for purposes of FERPA, Client will designate TNTP to act in a "school official" role for the purposes outlined in the Scope of Services. Pursuant to this Agreement, TNTP is considered a school official with a legitimate educational interest, providing services that would otherwise be performed by Client, and under the control and direction of Client with respect to the education records. TNTP shall not disclose any information that would be considered "Personally Identifiable Information" (as such term is defined in FERPA) unless either the disclosure would be permissible under 34 C.F.R. § 99.31 or TNTP has obtained appropriate written consent to the disclosure.

Notwithstanding the above, Client shall not provide or make available to TNTP any student's Personally Identifiable Information from education records (for purposes of FERPA) unless: (i) Client has obtained, with respect to each student's Personally Identifiable Information provided to TNTP, appropriate written consent to disclose such Personally Identifiable Information to TNTP, and authorization for TNTP to use such Personally Identifiable Information in connection with performing the Services, and (ii) Client has provided written notice to TNTP identifying particular Student Data as Personally Identifiable Information.

All Personally Identifiable Information will be destroyed within sixty (60) days of the termination of this Agreement. In furtherance of the Services, TNTP may use video, sound, or other recordings ("**Recordings**") of any of TNTP's Services in its

sole discretion and for its legitimate business purposes in perpetuity so long as the recording is made pursuant to all applicable laws relating to confidentiality and protected information.

Separate from the parties' obligations with respect to Student Data, Client agrees not to send TNTP any data that can identify an individual ("Personal Data") unless the parties otherwise mutually agree that it is a requirement in order to effectuate the provision of TNTP's Services under this Agreement. In such circumstances, the parties shall comply with the obligations imposed by applicable data privacy legislation and this Agreement. In providing TNTP with Personal Data, Client will be acting as the data controller and will confirm that Client has complied with applicable law and obtained all necessary consents for lawful processing, including in connection with any transfer of Client's Personal Data.

Client agrees to secure any consents from teachers, staff, students, families, or parents/guardians that are required by all applicable laws, including but not limited to FERPA, for TNTP's use of the Data, Recordings, or TNTP's use of student work samples in rendering TNTP's Services, and ensure that such consents allow TNTP to rely on such consent when acting as an agent of the Client.

10.2 Ownership by the Client. As between Client and TNTP, and except as otherwise provided in this Agreement, Client owns all Data. Client agrees that TNTP, subject to applicable law, may use Data to perform its obligations hereunder.

10.3 License to TNTP. Client grants TNTP a worldwide, non-exclusive, perpetual, irrevocable, royalty-free license, with the right to grant sublicenses, to use, modify, reproduce, display, transmit, distribute, publicly perform, and create derivative works of Data in de-identified and/or aggregated form. The Client agrees that TNTP may use any de-identified Data and metrics regarding the Client's business that are provided to TNTP by the Client, or which are otherwise collected by TNTP during the course of providing the Services. TNTP may identify the Client as the source from which the Data originated if it complies with the other terms in this Agreement. Client agrees that TNTP may use de-identified and/or aggregated Data for its business purposes, including, without limitation, for purposes of publication, research, evaluation, and presentation by TNTP.

10.4 Client Partners. If necessary to support TNTP's Services, Client grants TNTP permission to share the de-identified Data with third party researchers, evaluators, partners, and funders.

Section 11. Confidentiality.

Each party agrees that it shall neither disclose any confidential information of the other party to third parties nor use any confidential information of the other party in any manner other than as contemplated by the Agreement. "**Confidential Information**" is any information marked confidential by a party or information that by its nature or the context of its disclosure ought to be treated as confidential information (including without limitation the terms of Agreement). The following types of information, however marked or designated, are not Confidential Information: (a) information that is, or becomes, lawfully and publicly available without a breach of this Section; (b) information that was lawfully known to the recipient of the information without an obligation to keep it confidential; (c) information that is received from another source who can disclose it lawfully and without an obligation to keep it confidential; or (d) information that is independently developed. The parties agree that any disclosure of Confidential Information shall be made available only to its employees, officers, directors, financial and legal advisors, agents, or representatives ("**Representatives**") who need to know in order to further the purpose of the services addressed in this Agreement and as required by applicable law. The parties further agree to inform its Representatives of the confidential nature of the Confidential Information and direct them to treat the Confidential Information in accordance with the terms of this Agreement. The parties acknowledge that irreparable injury and damage may result from disclosure of the Confidential Information to unauthorized third parties or from utilization of the Confidential Information for purposes other than those connected with TNTP's Services.

Section 12. Miscellaneous.

- a. The Services are limited to those specifically described in the Agreement and Scope of Services and do not under any circumstances constitute accounting, audit, or tax related assistance or advice, investment advice, legal advice, or services (including as to the manner, if any, in which Client may lawfully implement any advice provided by TNTP), expert witness services.
- b. If in any event any provision of this Agreement is held by a court to be unenforceable as written, that provision will be reformed so as to give effect to the intentions of the parties, and the other provisions of the Agreement.
- c. Neither the Client nor TNTP may assign their rights under this Agreement without the prior written consent of the other.
- d. TNTP will not be liable to the Client or to any third party, nor be deemed to have breached this Agreement, for any failure or delay in performing any of its obligations under this Agreement when such failure or delay is caused by or results from an event beyond TNTP's reasonable control, including without limitation (1) acts of God, (2) natural disasters, (3) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, (4) governmental orders or restrictions, (5) international, national or regional emergency, (6) flood, fire, or explosion, (7) strikes, labor shortages, stoppages or slowdowns, (8) epidemics, pandemics, diseases, quarantines, or other extraordinary events which is determined to constitute a public health risk ("**Force Majeure Event**"). TNTP will use commercially reasonable efforts to give notice of the Force Majeure Event to the Client stating the period of time the occurrence is expected to continue, provided that (a) TNTP is able, given the nature and scope of the Force Majeure Event, to reasonably state such time period, and (b) any delay by TNTP to provide such notice or to state the time period when performance will be resumed will not negate the enforceability of this Section. Upon cessation of such Force Majeure Event, as reasonably determined by TNTP, TNTP will thereupon use commercially reasonable efforts to resume efforts to promptly perform or complete the performance of TNTP's Services hereunder as soon as reasonably practicable after the cessation or resolution of the Force Majeure Event. If TNTP's failure or delay to resume efforts to promptly perform or complete the performance remains uncured for a period of 60 days following notice given by it to Client under this Section, either party may thereafter suspend or terminate its performance under the applicable Scope of Work upon thirty (30) days' written notice.
- e. All notices required by this Agreement will be in writing and either personally delivered or mailed to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. All notices will be deemed given when delivered. If to TNTP, the notice will be to George Battle, General Counsel.
- f. This Agreement will be governed by New York law without reference to conflicts of laws principles. The parties agree and consent to the exclusive jurisdiction of and venue in the state or federal courts in the city of Manhattan and the state of New York in all disputes arising out of or relating to this Agreement.
- g. Neither party has entered into this Agreement in reliance on any promise, representation, or warranty not contained herein. This Agreement will be construed according to the fair intent of the language as a whole, and not for or against either party.
- h. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations, and agreements, if any, with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right, or remedy.
- i. The Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The Agreement may also be executed by email, or other electronic means, and so executed shall have the full force and legal effect of an original.

[Signature Page to Follow]

Signatures.

The parties, by signing below, by their duly authorized representatives confirm their acceptance of the terms and agree to execute this Agreement, which shall be effective on the Effective Date.

Client

By: **DRAFT DO NOT SIGN** _____

Date: _____

Name (print): _____

Title: _____

TNTP, Inc.

By: _____

Date: _____

Lin Johnson III

Chief Strategic Growth and Finance Officer

Schedule A

TNTP will complete the scope of services outlined below from November 24, 2025 to May 15, 2026.

Scope of Services

TNTP will support Newport Independent Schools through implementation of HQIMs, leadership coaching and support for school and district leaders. TNTP will work collaboratively with Newport Independent Schools to ensure the support meets the district’s needs and builds the capacity of district staff to lead this work sustainably into the future. This proposal includes the following workstreams:

- Professional learning for district and school Leaders (through coaching sessions)
- Using high-quality instructional materials
- Continued walkthroughs, observations, and debriefs with district and school leaders
- Virtual Professional learning in leader PLCs, focused on how to support teachers with the internalization of high-quality Literacy curricular materials. For this year, these sessions will focus on supporting coaches and leaders who lead PLCs. TNTP will move into providing direct teacher supports going into summer 2026 and the next school year.

For additional support in creating a professional learning plan aligned to the three stages of implementation, please refer to the Curriculum-Based Professional Learning Guidance Document and the Curriculum Implementation Framework.

Potential Focus and Outcomes	CBPL Structure	Target Audience:	Month:	Led by:
Admin. Professional Learning and Coaching: TNTP will lead principals and instructional coaches through the process of setting instructional goals aligned the implementation of structure literacy using the HQIR. Given time of year, focus can be jointly on the goals set already and stepping back to examine progress and refine goals.	Coaching at district-wide admin PLCs (virtual)	All principals and instructional coaches; district literacy staff	November 2025	TNTP

Admin. Coaching and Development: TNTP will coach principals and instructional coaches to improve their ability to recognize high-quality ELA instruction using HQIR through the lens of the Kentucky Instructional Practice Guide.	Coaching at district-wide admin PLCs (virtual)	All principals and instructional coaches; district literacy staff	November 2025	TNTP
Admin Coaching on Teacher Coaching & Development Support: TNTP will support coaches and leaders in providing coaching to teachers through the process of preparing for HQIR lessons through the lens of Unit & Lesson Prep to improve Tier 1 instruction.	Coaching Admin in prep for and during grade-level PLCs (virtual)	All principals and instructional coaches supporting teachers teaching the HQIR in Tier 1 settings (B-5, Elementary, MS, and HS)	November 2025	TNTP
Admin Support for Teacher Professional Learning: TNTP will support coaches and leaders in providing training to teachers on the alignment of HQIR to structured literacy and guide teachers to understand why the design of HQIR is aligned to research and best practices for ELA instruction.	Teacher Winter Professional Learning Day (onsite)	All principals and instructional coaches supporting teachers teaching the HQIR in Tier 1 settings (B-5, Elementary, MS, and HS)	January 2026	TNTP
Admin. Coaching: TNTP will coach principal and instructional coach to improve their ability to recognize high-quality ELA instruction using HQIR through the lens of the Kentucky Instructional Practice Guide.	Coaching at district-wide admin PLCs (onsite)	All principals and instructional coaches; district literacy staff	January 2026	TNTP
Admin Coaching on Teacher Coaching and Development: TNTP will support coaches and leaders in providing coaching and training to teachers on the alignment of HQIR to structured literacy and guide teachers to understand why the design of HQIR is aligned to research and best practices for ELA instruction.	Coaching admin in prep for and during grade-level PLCs (onsite)	All principals and instructional coaches supporting teachers teaching the HQIR in Tier 1 settings (B-5, Elementary, MS, and HS)	January 2026	TNTP
Admin. Coaching: TNTP will coach principal and instructional coach to improve their ability to recognize high-quality ELA instruction using HQIR through the lens of the Kentucky Instructional Practice Guide.	Coaching at district-wide admin PLCs (virtual)	All principals and instructional coaches; district literacy staff	February 2026	TNTP
Admin Coaching on Teacher Coaching and Development: TNTP will support coaches and leaders in providing coaching to teachers on the alignment of HQIR to structured literacy and guide teachers to understand why the design of HQIR is aligned to research and best practices for ELA instruction.	Coaching at grade-level PLCs (virtual)	All principals and instructional coaches supporting teachers teaching the HQIR in Tier 1 settings (B-5, Elementary, MS, and HS)	February 2026	TNTP

Admin. Coaching: TNTP will coach principal and instructional coach to improve their ability to recognize high-quality ELA instruction using HQIR through the lens of the Kentucky Instructional Practice Guide.	Coaching at district-wide admin PLCs (onsite)	All principals and instructional coaches; district literacy staff	March 2026	TNTP
Admin Coaching on Teacher Coaching and Development: TNTP will support coaches and leaders in providing coaching to teachers on the alignment of HQIR to structured literacy and guide teachers to understand why the design of HQIR is aligned to research and best practices for ELA instruction.	Coaching at grade-level PLCs (onsite)	All principals and instructional coaches supporting teachers teaching the HQIR in Tier 1 settings (B-5, Elementary, MS, and HS)	March 2026	TNTP
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Admin Coaching on Teacher Coaching and Development: TNTP will support coaches and leaders in providing coaching to teachers on the alignment of HQIR to structured literacy and guide teachers to understand why the design of HQIR is aligned to research and best practices for ELA instruction.	Coaching at grade-level PLCs (virtual)	All principals and instructional coaches supporting teachers teaching the HQIR in Tier 1 settings (B-5, Elementary, MS, and HS)	April 2026	TNTP
Admin. Coaching & Development: TNTP will lead district and school leadership process through an end-of-year step back process to examine instructional progress and refine literacy goals for the following school year.	Coaching at district-wide admin PLCs (virtual)	All principals and instructional coaches; district literacy staff	May 2026	TNTP

Year 1 (August 2025 – May 2026) Summary Table:

Month	Activity*	Format
November 2025	- Kick-off Leadership Meeting - Admin. Coaching & Development - Support Admin w/ Teacher Coaching & Development	Virtual
January 2026	- Support Teacher Professional Learning - Admin. Coaching & Development - Support Admin w/ Teacher Coaching & Development with Walkthroughs	Onsite
February 2026	Admin. Coaching & Development	Virtual
March 2026	- Admin. Coaching & Development - Support Admin w/ Teacher Coaching & Development with Walkthroughs	Onsite
April 2026	- Admin. Coaching & Development - Support Admin w/ Teacher Coaching & Development	Virtual
May 2026	Admin. Coaching & Development	Virtual

**TNTP will facilitate biweekly virtual check-ins with the leadership team. Two onsite visits; Four virtual visits*

OPTION 1: PROPOSED BUDGET W/ ONSITE

The proposed cost of the services described above between November 2025 - May 2026 is outlined below. The cost is inclusive of staff time and travel for up to two (2) onsite visits. We plan to staff this work with time from a TNTP Partner and a TNTP Director. The proposed cost includes:

TNTP PROJECT BUDGET		Cost
KYCL Program Staff		\$76,236
KYCL Program Expenses		\$6,751
TOTAL	\$	82,987