

TRANSCEND, LINDSAY UNIFIED SCHOOL DISTRICT, AND SUMMIT PUBLIC SCHOOLS PARTNERSHIP AGREEMENT

This Agreement, dated February 21, 2017, memorializes the partnership terms between Transcend, Inc. ("Transcend") and Lindsay Unified School District and Summit Public Schools (the "Schools").

Collectively, Transcend and the Schools agree that:

California Consortium for the Development and Dissemination of Personalized Learning (C2D2) is a Bill and Melinda Gates Foundation (BMGF) funded collaboration between Summit Public Schools, Lindsay Unified School District, Center for Public Research and Leadership (CPRL), and Transcend to capture, codify, and convey key insights around personalized learning, with a focus on adult roles in fostering successful personalized learning environments. **The main goal of the project is to produce a set of actionable tools and resources that will support educators in growing their capacity to implement high quality personalized learning**, based on the insights and experiences that have come about in Lindsay Unified (Lindsay) and Summit Public Schools (Summit) and informed by research from across the field.

The project will produce actionable resources, specifically:

1. A "playbook" of principle-driven, structural accelerators that facilitate high quality personalized learning at the site (school / learning community) level, including the "look-for" actions that site-level leaders should use to create necessary conditions, and
2. An articulation and illustration of strong instructional practices via a set of "look-fors" for describing the work of teachers / learning facilitators

While the above two products are top priority, the project may also seek to produce outputs that capture the roles of other essential adults, such as network/system leaders, board members, and parents -- depending upon time and resources available.

The project's outputs do NOT include:

1. A technology-enabled tool -- i.e., this project is not about building or integrating technology into the above products per se. However, it is possible that the products may get integrated by Summit and/or Lindsay into their respective technology platforms.
2. The creation or execution of live professional learning experiences that might eventually accompany the usage of the product's outputs.

As with any multiple-party project, success will require close collaboration, deep commitment, and flexibility from everyone involved. Three key success factors are: 1) clarity about roles and responsibilities, 2) shared alignment on key collaboration methods and processes, and 3) sufficient resourcing. The sections below outline expectations for each of these three components.

Board Approved

MAR 13 2016

Lindsay Unified S.D.

1. Responsibilities of Transcend

1.1. Transcend will:

- Collaborate with and facilitate Lindsay and Summit to **elaborate upon the above vision and direction for the project and set directional goals for key stages** of the project
- **Guide and shape the project's overall approach**, by bringing, developing, customizing (in collaboration with everyone) and implementing a set of R&D methods and tools, including (for example):
 - A conceptual framework to guide, integrate, and bring coherence to the overall project's research, analysis, and product-building
 - Human-centered design methods for product development and user-testing, so that the final tools are truly actionable and likely to be well-used by end-users
 - An "agile" approach to project management through iterative development cycles
 - Decision-making approaches that value rigor and evidence and that also attend to the quality of ongoing relationships
 - An equity orientation to the project, to ensure that diverse voices are represented and that any implicit biases are surfaced
- **Directly perform the work of project management**, including:
 - Ensuring that there are clear, explicit goals, timelines, owners for all workstreams of the process
 - Ensuring that each workstream has the resources required
 - Ensuring that all interdependencies among workstreams and timelines are clearly mapped out, anticipated, and planned for
 - Ensuring strong input and communication mechanisms among all key people involved with the project (e.g., people directly working on the project, indirect stakeholders, external stakeholders)
 - Creating and managing effective mechanisms for knowledge-capture, document sharing and collaboration
 - Ensuring clear and efficient decision-making mechanisms, so the best decisions get made efficiently and without bottlenecks
 - Monitoring and reporting on progress along the way for each workstream (what is on-track, what is off-track, what are the biggest barriers to progress, etc.), anticipating and surfacing risk-points and ensuring that snags get resolved
 - Tracking and reporting expenses and budgets
 - Supporting the on-boarding and other process needs of subcontractors or specialists
 - Ensuring that the people involved in the work regularly step back, zoom out, and reflect on what is working well, what's being learned, how the team is functioning, and that this learning feeds back into the project management for continuous improvement
 - Proactive problem solving and responsively managing unexpected issues as they arise (ie. dealing effectively with the x factor)

- **Design, plan for, and facilitate regular working sessions and bi-annual larger-group convenings** of project team members and senior leaders, according to the meeting commitment cadence in Schedule 2.
- **Craft periodic project updates** to keep senior leaders from Summit / Lindsay, as well as BMGF, informed about project developments and any barriers encountered or potential changes in project direction

While Transcend’s role does not include directly conducting original research and analysis or performing the actual build work (drafting, testing, revising, packaging, polishing, etc.) -- as these will be performed by Lindsay, Summit, and CPRL, per below -- Transcend will:

- **Coordinate, integrate, and guide participants’ efforts**, to ensure there is coherence and cohesiveness across the efforts, in service of the project’s overall goals. This includes directly coordinating with CPRL (and any other contractors) to provide necessary context, ensure alignment and maximize value to the project of what gets delivered
- **Bring substantive perspective and insights to offer feedback** on the research, analysis, and product-building work that Summit, Lindsay, and CPRL are performing; and more generally, **thought-partner and inform** all aspects of the project, based on expertise and experience from within Transcend’s project team and broader organization
- **Tap into Transcend’s total network** of talent, school operators, partner organizations, and experts **to provide the project access to relevant insights, examples, resources, and expertise** wherever useful to the project’s goals
- **Identify and communicate gaps in capacity** that prevent efficient and effective progress towards project outcomes. When there is a mutually agreed-upon need, **find, secure, and manage external contractors to fill in the gaps**, using funds from the “Design/Develop” line of the budget

2. **Responsibilities of the Schools.**

2.1. **The Schools will:**

- A. Collaborate to set vision and goals for the project
- B. Actively participate and collaborate in the project’s working sessions, as outlined in the meeting commitment cadence in Schedule 2
- C. Directly perform, according to the project’s timelines:
 - all necessary local data input-gathering (e.g., collecting user and other stakeholder input from Lindsay, Summit, Basecamp schools, potential Lindsay Leads sites, etc.),
 - analysis of data collected (e.g., making meaning of user data that is collected, etc.),
 - product-building (e.g., outlining, drafting, seeking feedback from current and potential future users, synthesizing and prioritizing the feedback gathered, editing, revising, and polishing)

- D. As appropriate, integrate the project's output into Lindsay's and/or Summit's online platform/s
- E. Ensure that all key stakeholders within Summit and Lindsay (e.g., Diane, Tom, etc.) are aligned and supportive of the work, on an ongoing basis
- F. Directly supply administrative support for the project -- including: scheduling coordination of calls and meetings, communications, travel booking, processing of expenses reimbursements, administering payments to contractors, etc.
- G. Directly interface with the Bill and Melinda Gates Foundation (BMGF) to continually manage their expectations, share updates, and navigate changes to project scope and resourcing, etc.

2.2 As needed by the project, The Schools will secure all consents necessary from teachers, staff, students, or parents as required by applicable law. The parties understand that information obtained and shared among the parties may be personally identifiable information and/or pupil records pursuant to applicable provisions of federal and state laws, including but not limited to the Family Education Rights and Privacy Act ("FERPA") and California Education Code §§ 49060, et seq. ("Section 49060"). The parties will share such information and treat such information that is shared with them in ways that are in compliance with relevant regulations, including FERPA, Section 49060, and any applicable regulations promulgated thereunder.

2.3. The Lindsay Unified School District will transfer funds to Transcend on the dates and in the amounts as noted below:

FIRST YEAR OF ENGAGEMENT

<u>Date</u>	<u>Amount</u>
Upon Signing of agreement	\$87,500
5/1/17	\$87,500
8/1/17	\$87,500
11/1/17	\$87,500

SECOND YEAR OF ENGAGEMENT

By January 20, 2018, the parties will determine the Transcend cost for year 2 of this engagement, and memorialize those terms in an addendum to this Partnership Agreement.

2.4. In addition to the amounts noted above, The Lindsay Unified School District agrees to reimburse Transcend for

- A) any expenses incurred in connection with Transcend's hiring and reimbursing of any independent contractors, as to be mutually agreed upon by the Parties.
- B) Any direct, project-related expenses incurred by Transcend team members or contractors. This includes, but is not limited to, costs for travel (air, ground transport, food, lodging), materials (any printing of materials for convenings or working sessions, supplies used such as posters, binders, etc.), or electronic resources (if needed, licenses for a shared project management system, document storage solutions, etc.). Transcend must request pre-approval from Lindsay/Summit for any expense in excess of \$500.

C) Expenses requiring reimbursement will be aggregated and invoiced for reimbursement with each contract payment. The last reimbursement will be submitted within 4 weeks of the close of the agreement.

2.5 This partnership agreement assumes that the overall project budget holds a dedicated "Design/Develop Resources" line item of \$250,000 per year for the duration of the project to provide capacity needed for emergent needs that arise related to research, analysis, and building of products that cannot be covered by the resources that Lindsay, Summit, Transcend, and CPRL are bringing to the project. The use of these funds will be mutually agreed upon by the Schools and Transcend.

3. Use of the assets that get built.

The spirit of this partnership is that the work being created is open-source, in recognition that this work is being funded by philanthropy in order to benefit as many students as possible. To that end, The Schools and Transcend agree that neither will ever restrict anyone in the field's open access to all work products coming out of this project, free of charge.

4. Termination.


The Schools or Transcend may terminate this Agreement upon 6 weeks written notice to the other party. In the event of termination, Transcend will make best efforts to complete all remaining responsibilities (before termination date) in a responsible way, and the Schools will transfer to Transcend any remaining funds owed on a pro-rata basis.

5. Additional Terms and Conditions for the mutual protection of the Schools and Transcend:

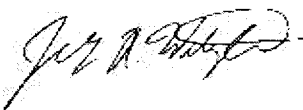
The Schools and Transcend will abide by the terms and conditions set forth on Schedule 1.

The signatures below execute the terms of the agreement above.

TRANSCEND, INC.

By: 
Aylon Samouha, Co-Founder
aylon@transcendeducation.org

Date: 02/21/2017


Jeff Wetzler, Co-Founder
jeff@transcendeducation.org

Date: 2/21/2017

LINDSAY UNIFIED SCHOOL DISTRICT

By: Thomas L. Rooney
Tom Rooney
Superintendent
trooney@lindsay.k12.ca.us

Date: 02/22/2017

By: Nikolaus Namba
Nikolaus Namba
Director of 21st Century Learning
nnamba@lindsay.k12.ca.us

Date: 02/21/2017

SUMMIT PUBLIC SCHOOLS

By: Diane Tavenner
Diane Tavenner
Founder and CEO
dtavenner@summitps.org

Date: 02/21/2017

By: Andrew Goldin
Andrew Goldin
Chief Schools Officer
agoldin@summitps.org

Date: 02/21/2017

Schedule 1

1. Indemnification.

By Transcend. Transcend agrees to defend, indemnify and hold the Schools harmless, against any loss, cost or damages arising from (i) any third party claim alleging that the Schools' use of any content or data provided or submitted by Transcend to the Schools infringes any U.S. Intellectual Property rights of a third person or (ii) any material breach by Transcend of its obligations under this Agreement, except to the extent caused by a breach of The Schools of their obligations under this Agreement.

By Lindsay. Lindsay agrees to defend, indemnify and hold Transcend and/or Summit harmless, against any loss, cost or damages arising from (i) any third party claim alleging that the use by Transcend and/or Summit of Lindsay's Technology infringes any U.S. Intellectual Property rights of a third person or (ii) any material breach by Lindsay of its obligations under this Agreement, except to the extent caused by a breach by Transcend or Summit of their obligations under this Agreement, and (iii) any claim brought by a parent or guardian regarding a student under the custody, care and instruction of Lindsay.

By Summit. Summit agrees to defend, indemnify and hold Transcend and/or Lindsay harmless, against any loss, cost or damages arising from (i) any third party claim alleging that the use by Transcend and/or Lindsay of Summit's Technology infringes any U.S. Intellectual Property rights of a third person or (ii) any material breach by Summit of its obligations under this Agreement, except to the extent caused by a breach by Transcend and/or Lindsay of their obligations under this Agreement, and (iii) any claim brought by a parent or guardian regarding a student under the custody, care and instruction of the Summit.

Procedure. An indemnified party will notify the indemnifying party in writing promptly after learning of any event for which a claim for indemnification may be sought. The indemnifying party may control the defense or settlement of any claim. The indemnified party will reasonably cooperate with the indemnifying party in connection with any claim for indemnification.

1.1. Limitation on Liability. Neither party will be liable to the other party for any lost profits, loss of use, costs of obtaining substitute goods or services, or for any indirect, punitive or consequential damages. With the exception of indemnity claims arising out of Section 1 (Indemnification), the aggregate liability for any party will not exceed the amount of the funds transferred to Transcend per the Agreement.

2. Miscellaneous.

2.1. Term. The term of this Agreement is from February 15, 2017 to February 14, 2019.

2.2. Publicity. Either party may publicly reference the other party, this Agreement and the relationship between the Parties, including on their respective websites and fundraising

materials and efforts, and each party may use the other party's logos for such purposes. Neither party will otherwise make public statements about the contents of this agreement without each other's prior written consent; ; provided, however, that the parties understand that this Agreement may be a public record within the meaning of the California Public Records Act (Gov. Code, §§ 6250, et seq.) and subject to disclosure thereunder.

2.3. Confidentiality. During the Term and for an additional three years afterwards, neither party will disclose publicly or to any third person, or use for any purposes other than in connection with this Agreement, any Confidential Information of the other party, other than disclosures to employees and other representatives reasonably necessary for such party to perform its obligations or exercise its rights under this Agreement. A party may also disclose Confidential Information to the extent required by law as long as it first allows the other party to seek a protective order or other means to maintain the confidentiality of such Confidential Information. "Confidential Information" means all non-public information of a party that is disclosed to the other party (whether orally or in writing) and includes all of the terms of this Agreement.

2.4. Independent Contractor. Transcend will be considered an independent contractor when performing any services hereunder. Employees of each of Transcend and the Schools will remain subject to the exclusive control and supervision of Transcend and the Schools, respectively, each of which will be solely responsible for obligations with respect to their respective employees.

2.5. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of law provisions.

2.6. Arbitration. The undersigned agree that any controversy or claim arising out of, based upon, or relating directly or indirectly to this Agreement will be determined by arbitration administered by the American Arbitration Association ("AAA") in accordance with the AAA's rules and procedures in effect at the time the arbitration is commenced; the arbitration will be conducted in the English language in California, and will be governed by the laws of the State of California without regard to its choice of law principles; the arbitration will be heard by one (1) arbitrator appointed by the AAA; the arbitrator will render a decision within 9 months; the award of the arbitral tribunal may be entered as judgment in any court of competent jurisdiction; the arbitrator will award to the prevailing party in the arbitration all of the prevailing party's reasonable outside attorneys' fees and reasonable costs incurred in connection with the arbitration, and the non-prevailing party will also pay the reasonable costs and expenses of the arbitrator. Each of the undersigned further agrees that any arbitration proceeding will be conducted in a confidential manner and that it will: (i) not publicly disclose any information regarding the arbitration proceeding or any award issued in the arbitration, except as may be authorized or required by law; (ii) keep all material used or exchanged in the arbitration confidential; and (iii) use such material solely for the purposes of the arbitration and not for any business, commercial, competitive or other purpose.

2.7. Counterparts. This Agreement may be executed in counterparts (including counterparts delivered by facsimile or other electronic means), which taken together will form one legal instrument.

Schedule 2

Individual and Group Roles and Responsibilities:

Groups	Members	Meeting Cadence Commitments*
<p>C2D2 Project Team</p> <p><u>Key Role:</u> Daily management and execution of key project outcomes and deliverables</p>	<p>Lindsay:</p> <ul style="list-style-type: none"> ● Nikolaus Namba - Point Lead from Lindsay ● Yazmin Martin- Curriculum & Instruction Specialist <p>Summit:</p> <ul style="list-style-type: none"> ● Andrew Goldin - Point Lead from Summit, Chief of Summit Schools ● Ross Lipstein: Research Project Lead from Summit, Senior Director of Research <p>Transcend:</p> <ul style="list-style-type: none"> ● Jane Bryson and/or Stacey Wang (TBD) <p>CPRL:</p> <ul style="list-style-type: none"> ● Cynthia Leck - Engagement Manager 	<p>Formal meeting cadence:</p> <ul style="list-style-type: none"> ● Weekly, 60 min virtual collaboration calls with the full project team ● Monthly working sessions with full project team (3-6 hours, which would replace weekly collaboration call that week) -- sometimes virtual, sometimes in person <p>Interim working processes:</p> <ul style="list-style-type: none"> ● Between the above meetings, everyone on the Project Team taking steps to advance the work, having ad-hoc collaboration calls, mobilizing and supervising local resources, etc. This takes the form of ongoing email/Slack collaboration, shared work in documents, phone calls, etc. on a day-by-day basis as needed ● Visits to relevant school sites (Lindsay, Summit, Basecamp, etc.) to have shared experiences, common data points, etc.
<p>C2D2 Sponsors / Transcend co-founders:</p> <p><u>Key role:</u> Provide support, oversight and guidance to the Project Team in service of overall project goals and organizational partnerships.</p>	<p>Lindsay sponsors:</p> <ul style="list-style-type: none"> ● Thomas Rooney, Lana Brown, Barry Sommer, Cinnamon Scheufele <p>Summit sponsors:</p> <ul style="list-style-type: none"> ● Diane Tavenner, Adam Carter <p>Transcend:</p> <ul style="list-style-type: none"> ● Jeff Wetzler / Aylon Samouha 	<ul style="list-style-type: none"> ● Twice per year, in-person retreats (1-2 days), together with the project team ● Periodic offline consultations with project team members for inputs <p>Additionally, Jeff / Aylon will play ongoing, active supervisory and support roles for Transcend team members and will serve as thought-partners to all involved throughout the project.</p>

* Note: As the project gains traction and momentum over time, we expect that the groups will together revisit the meeting cadence commitments and participation and mutually decide to make adjustments based on what is best for the project's overall success.

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Signer

Signature

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Thomas L. Rooney

Event	User	Time	IP Address
Upload document	masteradmin@transcendeducation.org	2/21/17 12:49:53 PM EST	38.99.23.245
Open document	masteradmin@transcendeducation.org	2/21/17 12:49:58 PM EST	38.99.23.245
Close document	masteradmin@transcendeducation.org	2/21/17 12:52:09 PM EST	38.99.23.245
Invite signer	masteradmin@transcendeducation.org	2/21/17 12:55:45 PM EST	38.99.23.245
Open document	aylon@transcendeducation.org	2/21/17 1:00:36 PM EST	24.1.182.24
Open document	trooney@lindsay.k12.ca.us	2/21/17 1:22:39 PM EST	206.78.26.35
Open document	dtavener@summitps.org	2/21/17 1:24:08 PM EST	216.243.100.254
Sign document	dtavener@summitps.org	2/21/17 1:24:31 PM EST	216.243.100.254
Close document	dtavener@summitps.org	2/21/17 1:24:32 PM EST	216.243.100.254
Open document	masteradmin@transcendeducation.org	2/21/17 1:34:45 PM EST	38.99.23.245
Resend invitation	masteradmin@transcendeducation.org	2/21/17 1:36:34 PM EST	38.99.23.245
Sign document	aylon@transcendeducation.org	2/21/17 1:40:29 PM EST	24.1.182.24
Close document	aylon@transcendeducation.org	2/21/17 1:40:30 PM EST	24.1.182.24
Open document	nnamba@lindsay.k12.ca.us	2/21/17 1:41:51 PM EST	206.78.26.56
Sign document	nnamba@lindsay.k12.ca.us	2/21/17 1:49:29 PM EST	206.78.26.56
Close document	nnamba@lindsay.k12.ca.us	2/21/17 1:49:29 PM EST	206.78.26.56
Open document	agoldin@summitps.org	2/21/17 3:41:11 PM EST	71.6.33.146
Sign document	agoldin@summitps.org	2/21/17 3:41:58 PM EST	71.6.33.146

Close document	agoldin@summitps.org	2/21/17 3:41:59 PM EST	71.6.33.146
Open document	trooney@lindsay.k12.ca.us	2/22/17 1:11:21 PM EST	206.78.26.35
Sign document	trooney@lindsay.k12.ca.us	2/22/17 1:11:50 PM EST	206.78.26.35