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BUSINESS/PAYROLL
LINDSAY UNIFIED

Lindsay Unified School District
"Empowering And Motivating For Today And Tomorrow"

CONTRACT REQUEST FORM

To: Business Services Date: 08/19/2019
From: Amalia Lopez Department: TSL Grant

Vendor Name: Transcend, Inc. Phone: 415.407.0152
Address: 689 Douglas Street Fax:
City, State, Zip: San Francisco, CA 94114
E-mail: emily@transcendeducation.org

Services to be Provided: Consultant will provide virtual support calls for the ongoing development of Empower digital learning platform. .

Special Delivery Instructions:
Please note that unless otherwise stated here, contract will be sent by the Business Office to the vendor after Board approval.

Contract Term: Commencing: August 12, 2019 Ending: November 29, 2019

Non-Compensation Contract

Compensation Contract

District Paying: \$2,600.00 Fixed Amount Not To Exceed Requisition #: 2000632

District Receiving: Fixed Amount Not To Exceed Revenue Resource #:

Amalia Lopez 8/20/19
Site/Department Authorized Signature Date

[Signature] 8/20/19
Business Services Signature Date

Business Services Use Only

Funding Available Insurance Documents Approved Independent Contractor Scheduled for Board Approval
 Yes No Yes No N/A Yes No N/A Date: 08-26-19

Contract Number Vendor Number Board Approved
20-082 Date:



TRANSCEND AND LINDSAY UNIFIED SCHOOL DISTRICT AGREEMENT

This Agreement, dated August 8, 2019 memorializes the partnership terms between Transcend, Inc. ("Transcend") and Lindsay Unified School District ("LUSD").

1. Project Purpose

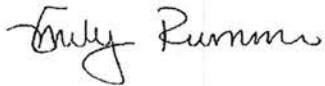
Transcend will advise Lindsay Unified School District on the continued development of the Empower Learning Management System (LMS). Transcend's advising will take the form of weekly calls between August 12 - September 30; and then a call every other week in October and November.

Together, Transcend and Lindsay Unified School District commit to a partnership that is:

- **Impact-Oriented:** We make decisions grounded in real outcomes for students and families.
 - **Collaborative + Accountable:** We bring a spirit of collaboration. We follow through on our commitments.
 - **Open + Direct:** We provide direct and honest feedback.
- 2. Project Cost.** LUSD agrees to pay a total of \$2,600 to Transcend to recover Transcend's costs for this scope of work, upon invoice from Transcend, at the conclusion of the engagement (November 29, 2019)
- 3. Term.** The term of this Agreement is from August 12, 2019 until November 29, 2019.
- 4. Termination.**
LUSD or Transcend may terminate this Agreement upon four (4) 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 LUSD will transfer to Transcend any remaining funds owed on a pro-rata basis.
- 5. Additional Terms and Conditions for the mutual protection of LUSD and Transcend:**
LUSD 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. :

Handwritten signature of Emily Rummo in cursive script.

By: _____
Emily Rummo, Partner

Lindsay Unified School District:

By: _____
Grant Schimelpfening, Chief Business Officer
gschimelpfening@lindsay.k12.ca.us

SCHEDULE 1

1. Indemnification.

By Transcend. Transcend agrees to defend, indemnify and hold LUSD harmless, against any loss, cost or damages arising from (i) any third party claim alleging that LUSD's use of any content or data provided or submitted by Transcend to LUSD 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 LUSD of its obligations under this Agreement.

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

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.

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 and the aggregate liability for indemnification will not exceed the amount of the funds transferred to Transcend per the Agreement.

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.
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.

4. Independent Contractor. Transcend will be considered an independent contractor when performing any services hereunder. Employees of each of Transcend and LUSD will remain subject to the exclusive control and supervision of Transcend and LUSD, respectively, each of which will be solely responsible for obligations with respect to their respective employees.
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.
6. Non-Solicitation. During the term of this Agreement and for one (1) year thereafter, each party agrees not to solicit for employment or hire, either for itself or for any third party, any of the other party's personnel involved in performing or supervising the Services.
7. 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 New York, New York, and will be governed by the laws of the State of New York 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 attorney's 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.
8. 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.