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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: 2/18/2020

From: Amalia Lopez Department: TSL Grant

Vendor Name: Transcend, Inc. Phone: 929-265-7890

Address: 159 Lincoln Ave. Fax:

City, State, Zip: Hastings-on-Hudson, 10706-2012

E-mail: jeff@transcendeducation.org

Services to be Provided: Consultant will provide foundational design and research for a global leadership institute related to developing leaders for personalized models.

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: 02/10/2020 Ending: 11/30/2020

☐ Non-Compensation Contract

☒ Compensation Contract

☒ District Paying: \$100,000.00 ☐ Fixed Amount ☒ Not To Exceed Requisition #: 2002377

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

Amalia Lopez 2/18/20
Site/Department Authorized Signature Date

[Signature] 02/18/20
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: 02-24-20

Contract Number Vendor Number

20-158

Board Approved

Date:

LINDSAY UNIFIED SCHOOL DISTRICT CONTRACTOR SERVICES AGREEMENT

This Contractor Services Agreement ("Agreement") is made and entered into effective 2/10/2020 (the "Effective Date") by and between Lindsay Unified School District ("District") and Transcend, Inc. ("Contractor").

1. Contractor Services. Contractor agrees to provide the following services ("Services") to the District:
Per Schedule I
2. Contractor Qualifications. Contractor represents that it or its principals or employees assigned to provide services under this Agreement have or shall have in effect all licenses, credentials, permits and has otherwise all legal qualifications to perform this Agreement.
3. Term. This Agreement shall begin on 2/10/2020, and shall terminate upon completion of the Services, but no later than 11/30/2020. There shall be no extension of the term of this Agreement without express written consent by the District and Contractor.
4. Termination. The District may terminate this Agreement by giving thirty (30) days' written notice to the Contractor. Such written notice shall be sufficient to stop further performance of services by Contractor. In the event of termination prior to the end of the term of this Agreement, Contractor shall invoice the District for any work performed up to the date of termination, and shall promptly return any District property or records, and any copies thereof, in its possession to the District.
5. Payment. District agrees to pay Contractor as follows:
Invoice dates: 2/25/20 - \$10,000 (initial set-up); 5/15/20 - \$30,000 (leadership framework, cohort invites); 7/15/20 - \$25,000 (convening 1 + surveys); 8/15/20 - \$10,000 (revised action research program); 9/15/20 - \$25,000 (convening 2)
Total payment by District to Contractor shall not exceed \$100,000. District agrees to pay Contractor within thirty (30) days of receipt of a detailed invoice.
6. Indemnity. The Contractor shall defend, indemnify, and hold harmless the District and its agents, employees, Board of Trustees, and members of the Board of Trustees, from and against claims, damages, losses, and expenses (including, but not limited to attorney's fees and costs including fees of consultants) arising out of or resulting from performance of this Agreement including, but not limited to, the Contractor's use of the Site(s); the Contractor's completion of its duties under this Agreement; injury to or death of persons or damage to property or delay or damage to the District, its agents, employees, Board of Trustees, members of the Board of Trustees, for any act, omission, negligence, or willful misconduct of the Contractor or its respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
7. Comprehensive General Liability and Automobile Insurance. Without limiting Contractor's indemnification as set forth in Section 6 hereof, Contractor shall, before beginning any of the Services called for under this Agreement, secure and maintain in full force and effect during the term of this Agreement a comprehensive general liability and automobile policy utilizing an occurrence policy form, with combined single limits of ~~Two Million Dollars (\$2,000,000)~~ per occurrence and ~~Four Million Dollars (\$4,000,000)~~ aggregate limit.
One Million Dollars (\$1,000,000) Three Millions Dollars (\$3,000,000)

Certificates of insurance evidencing the existence of coverage shall be provided upon request. Written notification Contractor's insurance carrier to the District at least thirty (30) days prior to any change in coverage or limits, cancellation, failure to renew, or other termination, is required. The District shall be named as an additional insured on Contractor's insurance policy by endorsement. The policy shall provide that it is primary such that insurance maintained by the District, if any, shall be excess and not co-primary. Contractor's insurance policy shall state that it waives all subrogation rights against the District.

8. Independent Contractor Status. While engaged in carrying out the terms and conditions of this Agreement, the Contractor is an independent Contractor, and not an officer, employee, agent, partner, or joint venturer of the District.
9. Workers' Compensation Insurance. Contractor agrees to provide all necessary workers' compensation insurance for Contractor's principals and employees, if any, at Contractor's own cost and expense.
10. Fingerprinting. Contractor shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, Contractor and District agree to the following:
 - A. ☒ Contractor and principals, employees, and subcontractors assigned to provide services under this Agreement will always be in the presence of a District employee or have no contact with District students.
 - B. ☐ The following Contractor principals, employees, and subcontractors assigned to provide services under this Agreement will have more than limited and/or potentially unsupervised contact with District students during the Term of this Agreement:

If Box B. above is checked, Contractor certifies that it has complied with the requirements of Education Code section 45125.1, and that none of the individuals listed under Box B. have been convicted of a felony as defined in Education Code section 45122.1, based upon the information Contractor has received from the Department of Justice. Contractor agrees to provide proof of fingerprint clearance upon request by District.

Contractor further agrees and acknowledges that if at any time during the Term of this Agreement Contractor learns or becomes aware of additional information, including additional personnel, which differs in any way from the representations set forth above, Contractor shall immediately notify District and prohibit any new personnel from having any contact with District students until the fingerprinting background check requirements have been satisfied and District determines whether any such contact is permissible.

11. Taxes. Contractor agrees that Contractor has no entitlement to any future work from the District or to any employment or fringe benefits from the District. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. District will not withhold any money from compensation payable to Contractor. In particular, District will not withhold FICA (social security); state or federal unemployment insurance contributions, state or federal income tax or disability insurance. Contractor agrees to defend, indemnify and hold District harmless from all State and Federal tax consequences and any related consequences stemming from or related to this Agreement. Contractor is independently responsible for the payment of all applicable taxes.
12. Assignment. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of the District.
13. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the Contractor and the District and their respective successors and assigns.

14. Severability. If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
15. Amendments. The terms of the Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by both parties.
16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California and venue shall be in the appropriate court of Tulare County, California, subject to a motion for transfer of venue.
17. Notices. All notices between District and Contractor shall be in writing and transmitted by any of the following methods: (1) facsimile with proof of transmission; (2) overnight mail with proof of delivery; (3) email provided receipt is acknowledged; (4) personal delivery; (5) certified mail, return receipt requested; or (6) by regular mail placed in the United States Mail, postage prepaid, and addressed as follows:

To District:

Chief Business Official
Lindsay Unified School District
371 E. Hermosa Street
Lindsay, CA 93247
Phone No.: (559) 562-5111
Facsimile No.: (559) 562-6145
Email: Accounts payable@lindsay.k12.ca.us

To Contractor:

Transcend, Inc.
Attention: Jeff Wetzler
Street Address: 159 Lincoln Ave
City, ST, Zip: Hastings-on-Hudson, 10706-2012
Phone: 929-265-7890
Facsimile:
Email: jeff@transcendeducation.org

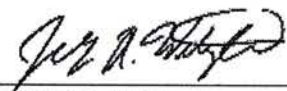
18. Compliance with Law. Contractor shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others.
19. Entire Agreement. This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.
20. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
21. Board Approval/Ratification. The effectiveness of this Agreement is contingent upon approval or ratification by the District's Governing Board.

**LINDSAY UNIFIED
SCHOOL DISTRICT**

Transcend, Inc.

By: _____
Name: Grant Schimelpfening
Title: Chief Business Official

Date: _____

By: 
Name: Jeff Wetzler
Title: Cofounder

Date: 2/10/2020

SCHEDULE I



Scope of Work

	PHASE 1	
Work Stream / Time Frame	Feb-May, 2020	Jun, 2020 - Nov, 2020
Action Research Cohort (Institute prototype)	<p>Research, select, and refine a learner-centered leadership framework</p> <p>Articulate and refine a concept and collateral invitation materials for a select group of systems leaders for a national action-research community of practice cohort</p> <p>Test this concept with such leaders, and refine collateral materials</p> <p>Research, select, and invite (in partnership with LUSD) leaders into the cohort</p> <p>Design (in collaboration with LUSD) an overview of the action-research approach</p>	<p>Design, plan, and facilitate two in-person cohort meetings (in collaboration with LUSD)</p> <p>Design surveys and collect data from participating cohort members to develop a point of view on the most significant leadership questions and dilemmas</p>
Ongoing Research around Learner-centered Leadership	Explore the avenue of external researchers conducting formal research on the leaders in the cohort — and possibly other leaders — to develop an academically grounded leadership framework	Analyze cohort data to revise action research program and curriculum
Institute Concept Development		Develop an ecosystem map of programs and institutions to determine how this work may fit in

Fees

Category	Description
Transcend Professional Fees	(including direct and indirect costs)
	Prototyping an Action-Research Cohort
	a. Creating the Concept + Cohort
	Research, select, and refine a learner-centered leadership framework
	Articulate and refine a concept for a national action-research community of practice cohort
	Create collateral invitation materials for a select group of systems leaders
	Test this concept with such leaders, and refine collateral materials
	Research, select, and invite leaders into the cohort
	b. Developing the Action Research Approach
	Design a process for defining a common vision for the curriculum and program design including key objectives, outputs, milestones, and timelines
	Design an overview of the approach
	Design and plan two in-person convenings
	Co-facilitate two in-person convenings
	Convene LUSD to collaborate in the research design process
	Confirm and manage funding processes
	Ongoing Research Around Learner-Centered Leadership
	a. Exploring Research Partners
	Identify potential research partners
	b. Analyzing Action-Research Cohort Data
	Design a process for defining a common vision for the research agenda including initial hypothesis as well as key objectives, outputs, milestones, and timelines
	Design and administer convening surveys aligned to leadership framework research agenda
	Leadership Institute Concept Development
	a. Developing an Ecosystem Map of Existing Programs / Institutes
	General Project Management
	a. Planning and facilitating the LUSD + Transcend collaboration
	Design and plan for regular working sessions and bi-annual larger-group convenings of project team members and senior LUSD leaders
	Facilitate regular working sessions of project team members and senior LUSD leaders
Transcend Travel	Transportation, lodging, and meal costs for Transcend team members to attend convenings and meet with LUSD leadership team
Supplies & Materials	Supplies and materials for facilitating convenings

TOTAL**\$100,000****Invoice Schedule**

Invoicing Date	Amount	Milestones / Deliverables
2/25/20	10,000	10% of full contract costs for initial set up
5/15/20	30,000	Leadership framework, cohort invitation materials, overview of action-research approach
7/15/20	25,000	Convening 1 + surveys
8/1/20	10,000	Revised action research program
9/15/20	25,000	Pre-billing for Convening 2, outcomes summary, ecosystem map