

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

CONTRACT REQUEST FORM

To: Business Services Date: 4/1/22
From: Cinnamon Scheufele Department: Curriculum
Vendor Name: Transcend Inc Phone: 303.562.8154
Address: 159 Lincoln Ave Fax: _____
City, State, Zip: Hasting-on-Hudson, NY 10706
E-mail: _____

Services to be Provided: Data sharing agreement between LUSD and Transcend, Inc.

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: 4/15/22 Ending: 6/30/23

☒ Non-Compensation Contract

☐ Compensation Contract

☐ District Paying: _____ ☐ Fixed Amount ☐ Not To Exceed Requisition #: _____

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


Site/Department Authorized Signature Date

Grant Schimelpfening 4/4/22
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: 04/11/2022

Contract Number

Vendor Number

Board Approved

22-149

Date: _____



TRANSCEND AND LINDSAY UNIFIED SCHOOL DISTRICT DATA SHARING AGREEMENT

This Agreement, dated April 12, 2022 memorializes the partnership terms between Transcend Inc. ("Transcend") and Lindsay Unified School District ("Partner").

1. **Data-Sharing.** Partner and Transcend will be collaborating to create extraordinary and equitable learning experiences for students infused with agency. In order for Transcend to support Partner in that goal, we may require access to personally identifiable student information and other data, such as enrollment figures, attendance data, culture and climate surveys, student performance and engagement data, teacher and other stakeholder data, etc. Transcend will only request personally identifiable information that is necessary to fulfill the obligations of its agreement with Partner.

Partner hereby designates Transcend (including employees, sub-contractors, and agents designated by Transcend) as a "School Official," as that term is defined by FERPA, providing data analysis and other school educational services to Partner. Partner warrants that it has provided parents proper notice, as required by FERPA, of the criteria it uses for determining who constitutes a School Official and what constitutes a legitimate educational interest and that such information is inclusive of the educational services Transcend will provide to Partner. Transcend agrees that only individuals assigned to the project will have access to the personally identifiable information provided by Partner.

Transcend may share properly de-identified results from school data analyses or other anonymous information; but no identifiable student data will be shared without Partner's written consent. Transcend may also use properly de-identified data for the purpose of internal research and/or improvement of our products and services. Partner may request at any time that Transcend destroy or return personally identifiable student information; Transcend will honor such requests within ten business days of receiving them.

Within one year of the expiration, termination and/or non-renewal of this agreement (a) Transcend will destroy and/or return all personally identifiable student information to Partner, and (b) Partner will remove Transcend's access from any accounts that provide access to personally identifiable information. Transcend may retain and share properly

de-identified data beyond the expiration of this agreement.

2. **Term.** The term of this Agreement begins immediately upon signing of the Agreement (on April 12, 2022, otherwise referred to as the "Start Date") and continues through June 30, 2023.
3. **Termination.** Partner or Transcend may, without cause, terminate this Agreement upon four [4] weeks written notice to the other party.
4. **Additional Terms and Conditions for the mutual protection of Partner and Transcend:**
Partner 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

Lindsay Unified School District:

By: _____
Cinnamon Scheufele
Executive Director, Curriculum & Instruction

SCHEDULE 1

1. Indemnification.

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

By Partner. Partner 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 Partner Technology infringes any U.S. Intellectual Property rights of a third person or (ii) any material breach by Partner 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 Partner.

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. Media Option. From time to time, Transcend may want to capture media footage (photographs, video, audio, etc.) of faculty, staff, students, and families/community members associated with this project. In the event that Transcend seeks to gather media assets/data from this project, Partner agrees to cooperate with Transcend and the school community to facilitate providing media releases if/as needed.
4. 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.

5. Independent Contractor. Transcend will be considered an independent contractor when performing any services hereunder. Employees of each of Transcend and Partner will remain subject to the exclusive control and supervision of Transcend and Partner, respectively, each of which will be solely responsible for obligations with respect to their respective employees.
6. 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.
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.