School by Design™

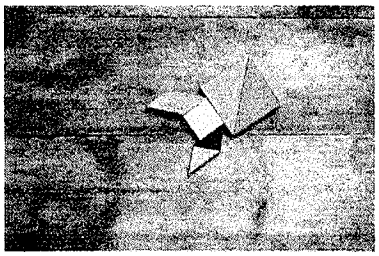
Statement of Work:

Skilled Interpretation Audit

Aurora Public Schools, Colorado 2017-2018

INTRODUCTION

School by Design (SxD) will provide Aurora Public Schools ("APS") with the SxD Skilled Interpretation to explore key assets—time, students, staff, and courses—through lenses that matter: optimizing teaching and learning, efficiency, and equity and access.



STATEMENT OF WORK

The following Statement of Work ("SOW"), dated as of October 16, 2017 between the Adams-Arapahoe 28J School District ("APS") located at 15701 E. 1st Ave., Aurora, CO 80011 and Education by Design, LLC (dba "School by Design"), a Delaware Limited Liability Company with headquarters at 43 Foundry Avenue Waltham, MA 02453 ("*SxD*"), is governed by Education by Design's Standard Terms and Conditions attached here to as Appendix A (the "*Standard Terms*"). In the case of any conflict between the Standard Terms and this SOW, the Standard Terms shall govern.

1. PROJECT TITLE	AURORA PUBLIC SCHOOLS

2. RESPONSIBLE PROJECT MANAGERS	
Adams-Arapahoe 28J School District	**School by Design**
Marcelina Rivera	Jack Shaw
Chief of Staff	EVP

3. TERM OF SOW	One-year: October 16, 2017 - October 15, 2018

4. WORK DESCRIPTION

School by Design will provide APS with a one-year renewable subscription to the SxD Skilled Interpretation Audit and Leveraged Change professional services to better understand their current use of assets and explore options for resource allocation and utilization.

With the SxD **Skilled Interpretation Audit**, APS will receive:

SxD Analytics and Insights:

- Skilled Interpretation Audit Summary Reports that provide insights into APS's*current* use of assets through the lenses of optimizing teaching and learning, efficiency, and equity and access. Three reports total; one for each lens.
- Customized Coaching and Analytics Support, for the equivalent of 2 days, provided remotely based on the Skilled Interpretation Audit Summary Reports. On-site coaching can be requested from SxD at an additional cost. Coaching and analytics support includes Audit Results Review with APS lead, stakeholder engagement in SxD audit results, and exploring SxD tools and/or other audit-related topics as mutually agreed upon.

SxD Software Platform: One-year access to the SxD software platform populated with district data provided by APS at a mutually agreed-upon date.

Project Support:

- Audit Preparation, detailed below, facilitated through phone calls and emails between the SxD Customer Success Manager and APS lead.
- Technical Support for SxD platform access and use as needed via email and phone calls with the SxD Customer Success manager.
- Quarterly Follow-up/Executive Business Review phone calls between APS lead and SxD Customer Success Manager.
- SxD Webinars on software platform updates and other new offerings, as applicable.

With the **Leveraged Change Leadership and Change Management** Support, APS will receive deeper technical assistance is focused on using audit results to inform strategic planning with a customized work plan that includes the following:

- Superintendent/Cabinet and P20 Learning Community Director (P20LCD) support.
- Middle school building leadership support.

The following further details the SxD Skilled Interpretation Audit offerings, broken down by SxD product, services and software platform.

4a. Product: Skilled Interpretation Audit Reports

SxD will provide APS with a total of three Skilled Interpretation Audit Summary Reports—one for each *lens that matters*: optimizing teaching and learning, efficiency, and equity and access. Each report will highlight key findings from APS's audit and provide customized analytics on APS's key assets—time, students, staff and courses—through its particular lens.

4b. SxD Skilled Interpretation Audit Services

SxD's Skilled Interpretation Audit Services include:

Project support, which includes facilitating timely implementation and technical support for data collection and software platform access and general use.

Coaching and support for understanding and using the SxD analytics, as well as guidance for using the software tools to explore resource options and estimate impacts.

The following chart provides an overview of how the services work in concert over the course of the year:

Work Area	Service	Description
Preparation	Data Collection and Handling	SxD will help APS staff collect, cleanse, and validate resource data from 7 middle and ~~8~~ 5 high schools. • Aurora Hills • Columbia • East • Mrachek • North • South • AWCPA 6-12 • Central HS • Gateway • Hinkley • Rangeview • Vista Peak Prep Activities include: • Virtual kickoff via conference call between SxD Customer Success Manager, SxD Data Integration Specialist, APS lead and APS data lead. • Provide Data collection documentation to support data upload (Data Dictionary, File Templates, FAQs).

MR

		• Provide virtual support through district's data collection (via phone and email). • SxD data quality review and issue remediation. Virtual data review & sign-off meeting.
	Customized Coaching and Analytics Support	SxD will provide remote coaching for the equivalent of 2 days based on Skilled Interpretation Audit Summary Reports. Support includes: • Audit Results Review with APS lead, • Stakeholder engagement in SxD audit results, • Exploring SxD tools, and/or • Other audit-related topics as mutually agreed upon. On-site coaching from SxD can be requested at an additional cost
Ongoing Supports	Technical Support	SxD will provide technical support for software access and use as needed via email and phone calls with the SxD Customer Success manager.
	Quarterly Follow-Ups/Business Review	SxD Customer Success Manager will facilitate quarterly follow-up phone calls with APS lead.
	SxD Webinars	SxD will facilitate webinars to share software updates and other new offerings, as applicable.

4c. SxD Software Platform

The SxD software provides APS with the ability to explore how staff, students, time, and courses interact and impact each other to form the teaching and learning environment. The SxD software platform includes:

Software reports in chart and data form that show APS's *current* resource allocation and utilization.

Tools that allow users to estimate the potential impacts when resource variables are changed.

SxD will provide CCISD with software licenses that enable access to the software reports and tools via schoolbydesign.com for up to 10 district users and 5 users per school at 12 schools.

Software licenses will run from October 16, 2017 through October 15, 2018.

4d. Leveraged Change Leadership and Change Management Support

Deeper technical assistance is focused on using audit results to inform strategic planning with a customized work plan that includes the following:

Superintendent/cabinet and P20 Learning Community Director (P20LCD) support Work with district leadership to:

- Use SxD audit information to inform strategic planning. Include options for improvement at district, middle and high school levels.
- Use SxD to support the annual budget and scheduling cycle. Includes introducing and setting up an annual master schedule planning system that principals can use to create master schedule plans, submit plans to P20LCDs as part of an approval process, and use as a mechanism for discussing budget/FTE adjustments. Build local capacity to lead this cycle and create a phase-in plan.
- Train a small set of District-identified expert leaders to use audit data during the annual master schedule planning cycle so they can train other principals to use it as part of an overall district master schedule planning system.

Middle school building leadership support. Work with selected redesign-oriented middle school principals to:

- Refresh 2017-18 SxD scenarios with new enrollment/staffing projections, and create new designs for the 2018-19 school year.
- Use the SxD Master Schedule Planning process to create actionable plans for 2018-19, obtain approval from P20LCDs and district staff as appropriate, and make adjustments while building master schedules.

5. ASSUMPTIONS

- Data cleansing is defined in this contract to mean the transformation of extracted district data into the format required by the SxD software. APS *will be responsible for helping cleanse the data that will be inputed/imported into the SxD software. SxD will provide support during data cleansing activities, but will not, however, be responsible for the accuracy, integrity or quality of district data.*

- Key APS staff must be available as needed to coordinate and complete data extraction and cleansing, and participate in the data collection process. APS staff assigned to work on this project must know where to find data related to master schedules, district finances, staff

allocation and other related information. APS staff will perform these tasks on a mutually agreed upon schedule.

- APS must provide the data required for delivery of the software, product and services in a format specified by SxD, and in a timely manner. Any significant delays in SxD's access to APS's data may require a change in this contractual agreement to reflect the additional work necessary to ensure the viability of data for all subsequent phases of this engagement. Significant delays related to data collection or cleansing may result in the postponement of Skilled Interpretation Audit Summary Reports and services, as well as additional costs.

5. LICENSING AND PRICING

Costs for Skilled Interpretation Audit and Leveraged Change Support: Pricing is based on an enrollment estimate of approximately 15,332 students at the 12 schools included in this MOU:

1. **Skilled Interpretation Audit pricing includes:**
   Software licenses that enable access to interactive audit reporting and master schedule pre-planning tools via schoolbydesign.com for up to 10 district users and 5 users per school at 12 schools (7 middle, and 5 high schools.) SxD licenses will run from 10/16/17 through 10/15/18.

   Data aggregation and processing, Skilled Interpretation Audit reports and consulting, Quarterly Leadership Reviews, and coaching as outlined below.

2. **Leveraged Change pricing includes:**
   Superintendent/Cabinet and P20LCD Support - On and off site strategic planning, using SxD to inform district budget and policy decisions, and using SxD Master Schedule Planning systematically to manage the master schedule approval, waiver and adjustment process.
   - TA provided by: Vicki Phillips, Marilyn Crawford

   Middle School Building Leadership Support - On- and off-site support for designing middle school schedules using SxD Master Schedule Planner, including refreshing designs from last year's scenario work and supporting principals as they create new designs.
   - TA provided by: Marilyn Crawford, Jack Shaw

   Total days: *10 days on-site, 10 days off-site*

Product	Description	QTY	Price*	Subtotal
Skilled Interpretation Audit (per student fee)	SxD platform, Skilled Interpretation Audit, reports, and tools	15,332	$2.75	$42,163.00
** Discounted price for APS - List price $4/student*				
Leveraged Change Support	Customized coaching, analytics, strategic planning support, customized strategic planning	1	$40,000.00	$40,000.00
			Total	**$82,163.00**

Actual costs will be computed based on audit enrollment values determined during data collection. Any discrepancies between initial enrollment estimates and verified enrollment will be handled via a project change request that addresses the difference @ a rate of $2.75/student.

7. PAYMENT SCHEDULE

Skilled Interpretation Audit and Consulting Services: Invoiced upon contract approval.

AURORA PUBLIC SCHOOLS

Marcelina Rivera
Signature

10-16-17
Date

Marcelina Rivera
Name

Chief of Staff
Title

EDUCATION BY DESIGN, LLC

Signature	Date: 10/19/17
Name: Andrew Joseph	Title: CEO

Appendix - Terms and Conditions

1. **Scope.** SxD and Customer wish to enter into the agreement created by the attached statement of work (the "***SOW***") and this Agreement, pursuant to which SxD will deliver project management, consulting services and software to the Customer and its member school districts, as specified on the SOW (collectively, the "***Products***").

2 . **License.** Subject to the terms and conditions of this Agreement, SxD grants to Customer a non-exclusive, non-transferable, non-sublicenseable license to access and use, and permit Authorized Users to access and use the Products solely in the U.S. during the Term for the number of Authorized Users specified in the SOW for whom Customer has paid the applicable fees to SxD. "***Authorized User***" means an individual teacher or other personnel employed by Customer or its member districts whom Customer permits to access and use the Products subject to the terms and conditions of this Agreement, and solely while such individual is so employed or so registered. Each Authorized User's access and use of the Products shall be subject to SxD's standard Terms of Use, in addition to the terms and conditions of this Agreement, and violations of such terms may result in suspension or termination of the applicable account.

3 . **Restrictions.** Customer shall access and use the Products solely for non-commercial instructional and administrative purposes of Customer or its member districts. Further, Customer shall not, except as expressly authorized or directed by SxD: (a) copy, modify, translate, distribute, disclose or create derivative works based on the contents of, or sell, the Products, or any part thereof; (b) decompile, disassemble or otherwise reverse engineer the Products or otherwise use the Products to develop functionally similar products or services; (c) modify, alter or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent or disable any security or digital rights management device, procedure, protocol or mechanism in the Products; or (f) permit any Authorized User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title and interest therein to SxD. The Products and derivatives thereof may be subject to export laws and regulations of the U.S. and other jurisdictions. Customer may not export any Product outside of the U.S. Further, Customer will not permit Authorized Users to access or use any Product in a U.S.-embargoed country or otherwise in violation of any U.S. export law or regulation. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

4. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title and interest in and to all Products, including all related IP Rights, are and shall remain the sole and exclusive property of SxD or its third-party licensors. "***IP Rights***" means, collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer shall notify SxD of

any violation of SxD's IP Rights in the Products, and shall reasonably assist SxD as necessary to remedy any such violation.

5. **Payments.** In consideration of the Products, Customer will pay to SxD the fees specified in the SOW in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified SxD in writing. Customer shall be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides SxD with a then-current tax exemption certificate in advance of the delivery, license or performance of any Product, as applicable. Products will be shipped FOB origin in the US and are deemed accepted by Customer upon receipt. Upon acceptance, orders are non-refundable, non-returnable and non-exchangeable, except in the case of defective or missing materials reported by Customer within 14 days of receipt.

6. **Account Information.** For subscription Products, the authentication of Authorized Users is based in part upon information supplied by Customer or Authorized Users, as applicable. Customer will and will cause its Authorized Users to (a) provide accurate information to SxD or a third-party authentication service as applicable, and promptly report any changes to such information, (b) not share or allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify SxD immediately of any unauthorized use of its or its Authorized Users' accounts or related authentication information. SxD will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized Users.

7. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, SxD has provided or will provide to Customer and its Authorized Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how and trade secrets, in whatever form ("***Confidential Information***"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of SxD in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

8 . **Student Data.** The parties acknowledge and agree that Customer is subject to federal and local laws relating to the protection of personally identifiable information of students ("***PII***"), including the Family Educational Rights and Privacy Act ("***FERPA***"), and that SxD is obtaining such PII as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Subject to the terms and conditions of this Agreement, SxD will not take any action to cause Customer to be out of compliance with FERPA or other applicable laws relating to PII. SxD's customer privacy policy at http://www.schoolbydesign.com/customer-privacy will govern collection, use and disclosure of student information collected or stored on behalf of Customer under this Agreement.

9. **Customer Materials.** Customer represents, warrants and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content and other materials provided to or collected by SxD on behalf of Customer or its Authorized Users using the Products or otherwise in connection with this Agreement ("*Customer Materials*"), and that SxD has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications and other requirements listed at http://www.schoolbydesign.com/customer-requirements.

10. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY SXD. SXD EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, SXD MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. SXD IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE AND DISCLOSURE PRACTICES OF THIRD PARTIES. THIS AGREEMENT DOES NOT CREATE ANY RELATIONSHIP BETWEEN CUSTOMER AND ANY PROVIDER OF THIRD PARTY CONTENT AND SOFTWARE, AND NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY SXD WITH RESPECT TO ANY THIRD PARTY CONTENT OR SOFTWARE.

11. **Limitation of Liability.** IN NO EVENT SHALL SXD BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF SXD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, SXD'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY SXD OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO SXD FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12 MONTH-PERIOD. UNDER NO CIRCUMSTANCES SHALL SXD BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

12. **Term; Termination.** This Agreement will be in effect for the duration specified in the SOW and may be renewed or extended by

mutual agreement of the parties. Without prejudice to any rights either party may have under this Agreement, in law, equity or otherwise, a party shall have the right to terminate this Agreement if the other party (or in the case of SxD, an Authorized User) materially breaches any term, provision, warranty or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge or destroy (as directed by SxD) all copies of any Products and, if so requested, certify to SxD in writing that such surrender or destruction has occurred, (c) pay SxD any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless such fees were paid in advance for services not yet rendered at the time of termination. Customer will be responsible the cost of any continued use of Products following such termination. Upon termination, SxD will return or destroy any PII of students provided to SxD hereunder. Notwithstanding the foregoing, nothing shall require SxD to return or destroy any data that does not include PII, including de-identified information or data that is derived from access to PII but which does not contain PII. Sections 3-13 shall survive the termination of this Agreement.

12. Miscellaneous. This Agreement, including all addendums, attachments and the SOW, as applicable, constitutes the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement shall supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication and shall supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement shall apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement shall constitute one party as an employee, agent, joint venture partner or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized User without the prior written consent of SxD. If one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provisions shall be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. SxD shall have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fires, floods, strikes, civil disturbances or terrorism or interruptions in power, communications, satellites, the Internet or any other network.