

March 19, 2021

Building a Culture of Employee Engagement at Perris Union High School District

Submitted to:

Kirk Skorpanich
Assistan Superintendent- Human Resources
155 East 4th Street
Perris, CA, 92570
United States

Submitted by:

Luke Hansen
Business Development Sr.
Consultant K20
Gallup, Inc.
1001 Gallup Drive
Omaha, NE 68102
United States
402-818-1824
Luke_Hansen@gallup.com

Scope of Services

This Scope of Services (the “Services”) is between Gallup, Inc. (“Gallup”) and Perris Union High School District (“Client”) entered into on 7/1/2021 (“Effective Date”).

Modifications to the Services shall require a written Change Order. Such Change Order shall set forth in detail the changes, including, but not limited to, price and timeline adjustments required to modify the Services. Under no circumstances shall any Change Order be effective until executed by an authorized representative of each party.

This Scope of Services together with the General Business Terms attached hereto, constitutes the entire agreement between Gallup and Client and supersedes all other oral and written representations, understandings or agreements related to these Services.

Project Objectives:

Year 1

- Gallup Access – Workplace Survey Subscription

Year 2

- Gallup Access – Workplace Survey Subscription

Year 3

- Gallup Access – Workplace Survey Subscription

Client Project Manager(S): Mayra Chavez . Gallup shall be responsible for reporting to Client Project Manager. Gallup will not make any changes to the Scope of Services without the written approval of Client Project Manager. Written approval may be in the form of email, fax or written Change Order.

Gallup Project Manager: Luke Hansen. Client Project Manager shall make any request for changes to the Scope of Services to Gallup Project Manager. Gallup shall not be responsible for making any changes not directed to Gallup’s Project Manager.

Project Deliverables:

Year 1

Gallup Access – Workplace Survey Subscription

- For 1000 employees. Includes 5 super user(s).

Year 2

Gallup Access – Workplace Survey Subscription

- For 1000 employees. Includes 5 super user(s).

Year 3

Gallup Access – Workplace Survey Subscription

- For 1000 employees. Includes 5 super user(s).

Project Term:

The project term will run for 3 year(s) from the date of contract execution or 3/19/2021, whichever is later.

Gallup has relied on information provided by Client in defining the Services and determining the pricing for such Services. Gallup will rely on this information as being accurate and complete. Any discrepancy in the information provided by Client may change the Scope of Services and/or the pricing. Gallup will notify Client upon discovering a discrepancy in the information provided by Client and inform Client of the impact on the Scope of Services, timeline and pricing of the Services.

Should Client suspend or delay services for more than 60 days that is not caused by a Force Majeure event, Gallup shall be entitled to receive a fee up to 10% of the annual contract price to compensate Gallup for underutilized resources that have been planned for Client’s work.

Project Pricing:

The pricing for the Services, exclusive of expenses and costs otherwise payable under the General Terms and Conditions, shall be as follows:

Year 1	
• 1,000 - Gallup Access – Workplace Survey Subscription	\$15,750.00
Year 1 Sub-total:	\$15,750.00
Year 2	
• 1,000 - Gallup Access – Workplace Survey Subscription	\$15,750.00
Year 2 Sub-total:	\$15,750.00
Year 3	
• 1,000 - Gallup Access – Workplace Survey Subscription	\$15,750.00
Year 3 Sub-total:	\$15,750.00
 TOTAL:	 \$47,250.00

This pricing is based upon a 3 year contract. All prices are expressed in USD.

Project Billing Schedule:

Year 1: \$15750.00 will be invoiced on July 1, 2021.

Year 2: \$15750.00 will be invoiced on July 1, 2022.

Year 3: \$15750.00 will be invoiced on July 1, 2023.

ADDITIONAL CLAUSES:

Gallup Access Subscriptions:

The Service Fee for the Gallup Access Platform is based on a pre-paid annual subscription and no refunds will be given for cancellations of partial years.

Q12 Purchases:

You may not copy or republish Content from the website or Engagement Coaching Kit materials, except for those items included on the Engagement Coaching Kit portable media device (DVD or USB flash drive). In the event of any permitted copying, redistribution or publication of copyrighted material, no changes in or deletion of author attribution, trademark legend or copyright notice shall be made.

Publication of Data:

Research data associated with the consulting services performed by Gallup is not for public dissemination outside of Client's organization including but not limited to press releases and paid advertising. Both Client and Gallup have a responsibility to ensure that any published research findings are not misleading. Client shall consult with Gallup prior to sharing any research findings with any third party. Any release approved by Gallup shall include sufficient technical information necessary to assess the validity of the published findings which may include the following: the exact question wording, dates of interview, interviewing method, sample size, definition of the survey population, and size of sampling error.

Respondent Confidentiality:

Respondent-identifying information, without the express consent of respondents, is not part of the deliverables under this Scope of Services and does not constitute a "work made for hire". Gallup will not provide respondent level data with any demographic data appended to protect the confidentiality of participating respondents. To avoid non-compliance with state and federal laws, Gallup will not provide Client any taped surveys without informing the respondent and obtaining express consent that the recordings will be shared with Client.

Gallup, Inc.

Perris Union High School District on behalf of itself
and its subsidiaries and/or affiliates

BY:

BY:

Name:

Name:

Date:

Date:

Gallup Access Workplace Survey Subscription

The subscription for Client includes Gallup's web-based Workplace survey platform for up to designated number of employees. This subscription includes survey platform access with unlimited ad hoc Pulse capability through the term of the contract.

Project Support and Resources

- Gallup will provide one orientation for Client Administrators per year, planned for 1 hour.
- Standard set of Workplace resources and recommendations for communication included.

Platform Features

- Unlimited employee surveys for one year.
 - Q¹²® survey questions.
 - Additional Gallup-validated questions and indices.
- Web only.
- Field period determined by Client.
- Survey set-up, management, distribution of survey links, creating the reporting structure and reading results managed 100% by Client.
 - Additional survey liaison or consulting support can be purchased as needed.
 - Coding, synthesis or analysis of open-ended survey items would require additional consulting time.
 - Reporting provided based on client set-up of variables.
- Unlimited manager access to learning and advice resources.
- Unlimited use of the action planning and team monitoring tools.
- Unlimited use of companion mobile app.
- 5 Client Administrator seats (additional seats available for a fee) include the following roles:
 - Client User Administrator (ability to add and manage overall system users).
 - Survey Creator (ability to create and administer surveys).
 - Advanced Data Tool (ability to manipulate survey data at the overall client level).
- Unlimited system-level roles, includes the following roles:
 - Workplace Report Reader.
 - Employee Engagement Learn User.
 - Action User.
 - Monitoring User.
 - Team Administrator/Reader/Creator.
 - Survey Administrator/Reader.
- Technical (Help Desk) Support.
- English is the default language for survey questions and communications -- with the option to use other languages already programmed in Gallup Access. Gallup Access provides translations for multiple languages for standard survey text (Q¹²® survey questions and communications – invitation and reminder).

- Client will be responsible for survey translation of custom text areas. Custom text includes 1) survey title, 2) survey introduction text, 3) customized survey invitation, 4) customized survey reminder, 5) custom survey questions (not Gallup-validated questions and indices), and 6) reporting groups.
- Gallup Access system does not provide automated translations of verbatim survey responses (employee responses to open-ended/verbatim questions). Client will be responsible for any translations of verbatim survey responses.

Optional

- Single Sign-On functionality for an additional fee.

1. PAYMENT OF INVOICES.

1.1 Client shall pay Gallup the fees specified in the Scope of Services in accordance with the payment schedule.

1.2 Client shall further pay all pre-approved expenses including reasonable out-of pocket expenses of Gallup's personnel associated with client-approved postage, freight, respondent incentives, and travel (including transportation, lodging and meals).

1.3 Payment shall be due upon receipt of the invoice. If Client objects to all or any portion of any invoice, Client shall notify Gallup of its objection within fifteen (15) days from the date of Client's receipt of the invoice, give reasons for the objection, and pay only that portion of the invoice not in dispute. Balances not in dispute and unpaid in excess of 30 days shall bear interest at a rate of 8% per annum. In the event that Client is delinquent in payment of any undisputed invoice beyond 45 days, Gallup may, at its option, withhold deliverables or suspend any and all services until the account is made current.

1.4 Client shall be responsible for all Sales, Use, VAT or similar taxes imposed on the services.

2. CONFIDENTIALITY.

2.1 Each party has made and will continue to make available to the other party information that is not generally known to the public and at the time of disclosure is identified as, or would reasonably be understood by the receiving party to be, proprietary or confidential ("Confidential Information"). Confidential Information may be disclosed in oral, written, visual, electronic or other form. Confidential Information shall include all business plans, strategies, forecasts, projects, analyses, financial information, business processes, methods and models, all organizational information, system architecture, software, graphics, computer programs, design ideas, concepts, flow charts, diagrams, progress reports, methods research and any other personal or intellectual property relating to either party, its respective parent or subsidiaries and Personal Data. "Personal Data" shall mean any information related to any identified or identifiable natural or legal person, such as Client's employees, customers, partners or any other third party (including such third parties' employees) and any other additional data deemed as personal data under the applicable personal data protection laws, which are made available to Gallup for processing them on behalf of Client pursuant to this Agreement and all Statements of Work issued pursuant to said Agreement. Confidential Information as defined herein shall not include: (a) information in the public domain at the time of its communication; (b) information, which enters the public domain, through no fault of the receiving party, subsequent to the time of its communication to the receiving party; (c) information which is obtained in good faith by either party from a third party, provided such third party is not bound by a confidentiality agreement with Gallup or Client, as applicable; or (d) information independently developed by employees or agents of a party without access to the Confidential Information of the other party.

2.2 The receiving party shall, except as otherwise provided below (i) not use or reproduce the Confidential Information for any purpose other than as required to perform in connection with the applicable Scope of Services; (ii) protect the confidentiality of the Confidential Information with the same degree of care as receiving party uses for its own similar information, but in no event less than reasonable care; or (iii) not disclose the Confidential Information to any third party, without the prior written approval of the disclosing party. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to the extent such information is required to be disclosed by law, including a subpoena, or to respond to a regulatory request; provided the receiving party promptly notifies the disclosing party in writing of such intention prior to any disclosure to allow the disclosing party to seek a protective order or similar relief in the disclosing party's sole

and absolute discretion. Each party shall immediately advise its employees and others to whom the Confidential Information is disclosed of their obligations under this Agreement and shall take reasonable steps to ensure that the Confidential Information is securely maintained its employees and agents.

2.3 Neither party shall disclose any terms or conditions of this Agreement without the prior written consent of the other party, except as required by applicable law; provided however, that either party may disclose the terms or conditions of this Agreement to a third party under an obligation of confidentiality to such party in connection with customary financial reporting, a proposed sale, merger, acquisition, change in control, consolidation, or other similar transaction.

2.4 Upon termination or expiration of this Agreement, Confidential Information shall be returned to the disclosing party or destroyed. Electronic copies of or containing Confidential Information that are automatically generated through data backup and/or archiving systems and which are not readily accessible to the receiving party's business personnel shall not be deemed to violate this Agreement, so long as such electronic copies are not disclosed or used in violation of this Agreement. Notwithstanding the foregoing, nothing in this Agreement shall prohibit the receiving party's legal department or counsel from retaining one (1) copy, including any electronic copy, of any of the Confidential Information as necessary to comply with regulatory recordkeeping requirements applicable to disclosing party.

2.5 Gallup agrees to the following as it relates to Personal Data:

2.5.1 To prevent unauthorized use, dissemination or publication of the Personal Data, and implement any technical and organizational measures to protect Personal Data which are required by the applicable law.

2.5.2 To implement appropriate technical and organizational measures to protect Personal Data against (i) accidental or unlawful destruction or loss, (ii) unauthorized disclosure or access, in particular where processing involves the transmission of Personal Data over a network, (iii) alteration, and (iv) all other unlawful forms of processing.

2.5.3 To inform Client promptly in writing if it becomes aware of any unauthorized use or disclosure of Personal Data by itself or others.

2.5.4 When collecting, using, storing, transferring and otherwise processing Personal Data, Gallup shall adhere to all applicable export and personal data laws, regulations and rules.

2.6 Client agrees to the following as it relates to Personal Data which is made available to Gallup pursuant to this Agreement and all Statements of Work issued pursuant to said Agreement:

2.6.1 To ensure that such Personal Data is collected and processed by Client and transferred to Gallup in accordance with applicable Data Protection laws, regulations and rules.

2.6.2 Prior to the transfer of such Personal Data to Gallup, to inform the respective data subjects of the processing of their Personal Data pursuant to this Agreement and their rights in accordance with applicable Data Protection laws, regulations and rules.

3. REPRESENTATIONS AND WARRANTIES.

3.1 The parties represent and warrant that: (a) each has the full power and authority to enter into this Agreement; (b) this Agreement is duly authorized by all necessary action and has been duly executed and delivered; and (c) neither party has entered into any agreement with any other entity that contains restrictive provisions regarding confidentiality and/or non-competition that may impair their ability to perform their specific obligations under the terms of this Agreement.

3.2 Gallup represents and warrants that it or its personnel will perform the Services: (a) in a good, timely, efficient, professional and workmanlike manner; (b) with at least the same degree of accuracy, quality, efficiency, completeness, timeliness and responsiveness as are equal to the accepted industry standards applicable to the performance of the same or similar services; and (c) using personnel who are fully familiar with the technology processes, procedures and equipment to be used to deliver the Services.

3.3 Gallup is the lawful owner or licensee of all programs and materials used by it in the performance of the Services contemplated hereunder that have not been provided by Client; such programs and materials have been lawfully developed or acquired by Gallup and Gallup has the right to permit Client access to or use of such programs and materials. Gallup represents and warrants that none of the Services or deliverables provided under this Agreement will infringe on any patent, copyright, trademark, trade secret or other intellectual property right of any third party and agrees to defend and to indemnify and hold harmless Client, its parent, subsidiaries, affiliates, employees and representatives, for all costs and expenses associated with the defense or settlement of any claim that the Services infringe a patent, copyright, trademark, trade secret or other intellectual property right and shall pay any judgments or settlements based thereon.

3.4 In connection with the performance of services set forth in an applicable Scope of Services, Gallup shall comply, and shall cause Gallup's employees and consultants/subcontractors to comply, with all statutes, regulations, ordinances, judgments, permits and other governmental rules or restrictions, whether domestic or foreign, applicable to Gallup's execution of this Agreement.

3.5 EXCEPT AS SET FORTH IN THIS AGREEMENT OR IN ANY SCOPE OF SERVICES, NEITHER PARTY MAKES ANY OTHER REPRESENTATIONS AND WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. TERM AND TERMINATION.

4.1 This Agreement will commence on the Effective Date and will remain in effect until terminated in accordance with the terms and conditions set forth herein.

4.2 Either party may terminate this Scope of Services if the other party breaches any material obligation set forth herein or in the Scope of Services, which breach is incapable of cure or which, being capable of cure, has not been cured within thirty (30) days after receipt of written notice of such breach from the non-breaching party, or within such additional cure period as the non-breaching party may authorize in writing.

4.3 Either party may immediately terminate this Agreement or the Scope of Services by written notice to the other party if the other party becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for the its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise. If any of the above events occurs, the affected party shall promptly notify the other party of its occurrence.

4.4 Client or Gallup may terminate this Agreement or any applicable Scope of Services without cause upon 60 days written notice. Notwithstanding any other terms and conditions of this Agreement, should Client cancel this Agreement without cause prior to completion of services, Gallup shall be entitled to the payment of fees for services completed prior to termination of this Agreement and 25% of the remaining balance of fees associated with contracted work yet to be performed. For example, if the contract is for a period of three years and Client terminates this agreement after Year 1, Client shall owe 25% of the remaining contract price for Years 2 and 3 in addition to any outstanding invoices for work completed prior to termination.

5. INTELLECTUAL PROPERTY RIGHTS.

5.1 Gallup Intellectual Property means any instructional materials, software programs, diagrams, copyrighted assessments or surveys and anything else that Gallup uses or distributes to Client in connection with this Agreement or an applicable Scope of Services that has been developed prior to or independent of this Agreement by Gallup (“Gallup Property”). Gallup Property is not considered work product or a “work for hire” under the terms of this Agreement.

5.2 For any Gallup Property used, incorporated into, required for use of, or provided with any Services provided to Client hereunder, Gallup hereby grants Client a worldwide, non-exclusive, nontransferable license to use Gallup Property as incorporated into or provided with the applicable Services within Client’s organization. Client may not make, have made, sell, offer for sale, execute, reproduce, display, perform, distribute externally to any third party copies of, or prepare derivative works of Gallup Property without the written permission of Gallup.

5.3 All products, reports, documents, compilations of data and other materials produced or developed by Gallup under a Scope of Services which are either: (a) created using the funds, expertise, facilities, personnel, time, material or proprietary information of Client; or (b) are derivatives of any Client proprietary information shall be the sole property of Client. These materials do not include any Gallup Property or derivatives thereof. Gallup agrees to assist Client, or its designee, at Client’s expense, in every proper way to secure Client’s rights in the materials.

6. GOVERNING LAW; DISPUTE RESOLUTION.

6.1 This Agreement shall be construed and interpreted according to the laws of the State of California without regard to the conflicts of law principles in California.

6.2 In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

7. RELATIONSHIP OF PARTIES.

7.1 Gallup will act solely as an independent contractor rendering professional services.

7.2 Gallup will function as a non-exclusive consultant to Client. Client acknowledges that, during the term of this Agreement and thereafter, Gallup will offer, undertake, and continue to provide Consulting Services for organizations other than Client. In no event shall Gallup be relieved of its obligation to protect Confidential Information.

8. NOTICES.

Any notice or other communication required or permitted to be made or given by either party pursuant to this Agreement shall be in writing delivered to the individual whose name appears on the signature block of the Scope of Services.

9. LIMITATION OF DAMAGES.

Neither party shall be liable to the other party for any indirect, incidental, consequential, exemplary, punitive or special damages, including lost profits, regardless of the form of the action or theory of recovery, even if that party has been advised of the possibility of those damages.

10. USE OF NAME, TRADEMARKS OR LOGOS.

Neither party shall originate any publicity, news release, or other announcement, written or oral, whether to the public press, the trade, any of the other party's customers, suppliers or otherwise, relating to this Agreement or any Scope of Services, or to the existence of an arrangement between the parties without the prior written approval of the other party. Without limiting the foregoing, neither party shall use any names, trademarks or logos of the other party without the prior written consent of such party.

11. SEVERABILITY.

The provisions of this Agreement shall be deemed severable, and the unenforceability of any one or more provisions shall not affect the enforceability of any other provisions. In addition, if any provision of this Agreement, for any reason, is declared to be unenforceable, the parties shall substitute an enforceable provision that, to the maximum extent possible and in accordance with applicable law, preserves the original intentions and economic positions of the parties.

12. CONFLICT OF TERMS.

If a term in a Scope of Services or Addendum conflicts with a term in this Agreement, the provisions of this Agreement will prevail unless the Scope of Services or Addendum specifically states that the conflicting term will prevail.

13. WAIVER.

No failure or delay by either party in exercising any right, power or remedy shall operate as a waiver of such right, power or remedy, and no waiver shall be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver shall not waive any successive or other right, power or remedy the party may have under this Agreement.

14. ASSIGNMENT.

Neither party may assign any rights in nor delegate any obligations under this Agreement or any portion thereof without the written consent of the other. Any such attempt to transfer will be deemed null and void.

15. FORCE MAJEURE.

Neither party shall be liable for any losses arising out of the delay or interruption of its performance of its obligations under this Agreement due to any act of God, war, terrorism, civil disturbance, court order or natural disaster, or any other cause beyond the reasonable control of the affected party.

16. SURVIVAL.

Sections 2, 3, and 5 shall survive the termination or expiration of this Agreement.