



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Purchasing Services

Arlene S. Zimney, CPPB, C.P.M., Acting Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2111

727/ 774-2221 TDD: 813/794-2484

352/ 524-2221 e-mail: azimney@pasco.k12.fl.us

February 4, 2014

MEMORANDUM

TO: Honorable School Board Members

FROM: Arlene S. Zimney, CPPB, C.P.M., Acting Purchasing Agent *az/acp*

RE: Office of Human Resources and Educator Quality
TeacherInsight
Gallup, Inc.

The Office for Human Resources and Educator Quality is requesting Board approval of the agreement between the School District and Gallup, Inc. This agreement enables Gallup, Inc. to perform TeacherInsight and related services. Please reference the attached memo from Lydia Ray, Senior Manager for the Office of Human Resources and Educator Quality, for further information regarding this agreement.

At this time, we respectfully request your approval to enter into the agreement with the above-referenced entity. The services are outlined in the agreement and are attached for your perusal. Total anticipated expenditures for this agreement are \$47,909 utilizing general funds. The agreement will cover the period of Board approval through January 31, 2015. The attached agreement has been reviewed by the District School Board's Attorney, Ms. Nancy Alfonso on January 24, 2014.

Should you have any questions regarding this matter, please contact Lydia Ray, or me at your earliest convenience.

ASZ/dr

Attachments

Date/Time: January 29, 2014 08:28:00

(813)794-2000 • (352) 524-2000 • (727) 774-2000 • www.pasco.k12.fl.us

The District School Board of Pasco County is System Accredited by AdvancED/Southern Association of Colleges and Schools



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

7227 Land O' Lakes Boulevard • Land O' Lakes, Florida 34638

Office for Human Resources and Educator Quality
Christine E. Pejot, Esq., Director
cpejot@pasco.k12.fl.us

Phone: (813)794-2353
(727)774-2353 or (352)524-2353
Fax: (813)794-2171 TDD: (813)794-2484

January 27, 2014

To: Arlene Zimney, Acting Director, Purchasing Services
From: Christine E. Pejot, Esq., Director, Human Resources and Educator Quality
Subject: Gallup, Inc.

The Office of Human Resources and Educator Quality requests approval from the District School Board of Pasco County to accept the contract with Gallup, Inc. Gallup, Inc. is the web-based service that provides the TeacherInsight scores for any new teacher applicants that apply to work in Pasco County School. The terms of the agreement are upon Board approval date through January 31, 2015. The funding source is 1100.9312.00.01000.536000.7730.0000. Thank you for your consideration of this request.



RECEIVED

1/23/2014 DJL

Contract # 2014061174

GALLUP

December 29, 2013

Lydia Ray
District School Board of Pasco County
7227 Land O Lakes Blvd
Land O Lakes, FL 34638

Dear Lydia,

Thank you for choosing Gallup ("Gallup") for TeacherInsight for District School Board of Pasco County ("Client"). This Engagement Letter is to confirm our mutual understanding with respect to the scope of services to be performed by Gallup, the respective responsibilities of Gallup and Client related to this engagement and the fees expected to be charged for the services.

SCOPE OF SERVICES

Subject to the terms and conditions set forth in this Engagement Letter, Gallup hereby accepts the assignment to perform TeacherInsight and related services. The more detailed obligations of each party for each project, including its price, payment schedule and timeline are set forth in Exhibit A. Only those services set forth in Exhibit A will be performed.

Modifications to the Services shall require a written Change Order. Such Change Order shall set forth in detail the effect of the changes on Exhibit A, including, but not limited to, with respect to the price and timeline adjustments required to modify the Services. Under no circumstances shall any Change Order be effective until it has been duly agreed to and executed by an authorized representative of each party.

ACCEPTANCE

This Engagement Letter including all exhibits, together with Gallup's General Business Terms attached hereto, constitutes the entire agreement between Client and Gallup with respect to this engagement, supersedes all other oral and written representations, understandings or agreements related to this engagement, and may not be amended except by the mutual written agreement of Client and Gallup.

Please indicate your acceptance of this agreement by signing in the space provided below and returning a copy of this Engagement Letter to our office.

Thank you for giving Gallup the opportunity to provide the requested consulting services to your organization. If you have any questions regarding the services described in this Engagement Letter including any of the exhibits, or require any other assistance that Gallup may provide, please feel free to contact me.

Very truly yours,
Gallup

BY: _____

Name: Kelly Peaks Horner

Title: Senior Consultant

Date: _____

AGREED AND ACCEPTED:

District School Board of Pasco County on behalf of itself and its subsidiaries and/or affiliates

BY: _____

Name: Christine E. Pejat

Title: Director - Human Resources

Date: 1/22/14

GMC_2011

Arlene S. Zimney / acf 1-27-14

Signature

Date

Arlene S. Zimney, CPPB, C.P.M., Acting Purchasing Agent
District School Board of Pasco County

Board Chairperson

Date

1. PAYMENT OF INVOICES.

1.1 Client shall pay Gallup during the term of this Agreement the fees determined for each project agreed upon by both parties and specified in the Scope of Services in accordance with the agreed upon payment schedule.

1.2 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 14% per annum. In the event that Client is delinquent in payment of any undisputed invoice beyond 60 days, Gallup may, at its option, withhold deliverables or suspend any and all services until the account is made current.

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.

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

2.4.1 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.

2.4.2 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.

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

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

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 is an annual Agreement subject to renewal by mutual agreement of both parties.

4.2 Either party may terminate this Agreement or any Scope of Services if the other party breaches any material obligation set forth herein or in the applicable 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 any 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 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. If this Agreement is terminated by Client prior to completion of services, Gallup shall be entitled to the payment of fees actually incurred through the date of termination or 25% of the Service Fee associated with this Agreement or the applicable Scope of Services, whichever is greater.

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 already been conceived or developed by anyone other than Client before Gallup renders any Services under this Agreement or that is conceived or developed by anyone other than Client at any time wholly independent of the Services under this Agreement ("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, perpetual, non-exclusive, nontransferable license to use Gallup Property as incorporated into or provided with the applicable Services provided hereunder 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 Florida without regard to the conflicts of law principles in Florida.

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. If the parties do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, disputes, claims, questions, or disagreements shall be settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its commercial dispute resolution rules.

7. RELATIONSHIP OF PARTIES.

7.1 Gallup will act solely as an independent contractor rendering professional services. Gallup shall have no authority to execute contracts or make commitments on behalf of Client. Nothing contained herein shall be deemed to create the relationship of employer and employee, or principal and agent, joint venturer or partner between Gallup and Client.

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. INTEGRATION.

This Agreement constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous communications between the parties (whether written or oral) relating to the subject matter of this Agreement. This Agreement may be modified or amended solely in writing signed by both parties and executed by an authorized officer. Each Scope of Services attached hereto and each Addendum executed under this Agreement shall incorporate the terms and conditions of this Agreement.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. SURVIVAL.

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



SCOPE OF SERVICES – Exhibit A

CLIENT PROJECT MANAGER(S): LYDIA RAY. 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 CONSULTANT: KELLY PEAKS HORNER. CLIENT PROJECT MANAGER SHALL MAKE ANY REQUEST FOR CHANGES TO THE SCOPE OF SERVICES TO GALLUP CONSULTANT. GALLUP SHALL NOT BE RESPONSIBLE FOR MAKING ANY CHANGES NOT DIRECTED TO GALLUP'S CONSULTANT.

Gallup will provide Client Project Manager an update of the progress of the work associated with the Scope of Services on an ongoing basis to ensure that Client is aware of how many consulting hours remain and whether sufficient hours remain to complete the services.

PROJECT DELIVERABLES:

1. Gallup agrees to provide and maintain all hardware, software, programming and research for web-based TeacherInsight interviews to be used by Client during the term of this Agreement.
2. It will be the responsibility of Client to select and notify candidates that will go through the designated web-site and respond to the TeacherInsight assessment.
3. Gallup will analyze the national interview data at least once each interview year for fairness issues and report the results to the client.
4. Gallup may include, at Gallup's discretion, items to be analyzed for research purposes within the assessments. These research items may be changed at Gallup discretion.
5. The Insight data are the property of Gallup and may be used by Client during the term of this Agreement. Client may not share this data with anyone outside of Client's Schools.
6. In order to ensure continuous improvement of the Gallup instruments used by Client, Client agrees provide data on a quarterly basis. Gallup will provide an annual update and analysis of hiring.
7. The results of these interviews will be reported via the web in a confidentially held site. The result of the Insight assessments is a percentile score per applicant. A Gallup reference score will be provided to Client.
8. Gallup's assessments should not be used alone by Client in making hiring decisions and should be used in conjunction with other selection criteria already in use by Client.
9. Contract will be reviewed for annual renewal approximately three months prior to termination.
10. Client agrees to pay Gallup the following for outlines services:

TEACHERINSIGHT

Assessment:

- Consulting through implementation; hardware and software maintenance; technical support for district personnel and candidates.
- Teacher Insight Automated Interview – unlimited use for contract term.
- Gallup Online results reporting or electronic transfer of data. Support for one-time integration of results using Gallup's protocol.
- Online applicant sorting ability.
- Ongoing research and interview fairness testing.
- Annual applicant data report

CONTRACT REVIEWED
AND APPROVED:

az/acp 1/29/14

Education:

- Gallup Talent Specialist (GTS) online certification for all administrators. GTS educates school leaders on use of TeacherInsight, Talent Dimension Report, FIT interview, Clifton StrengthsFinder and Gallup Student Poll results (This certification can also be delivered in person).

Consulting:

- Client agrees to provide hiring data on a quarterly basis
- Gallup will provide an annual update and analysis of hiring

PROJECT PRICING:

The pricing for the Services, exclusive of expenses and costs otherwise payable under the General Terms and Conditions, shall be as follows: \$47,909. The term of this agreement is February 1, 2014 through January 31, 2015.

Total: \$47,909

PROJECT BILLING SCHEDULE:

The fee shall be invoiced quarterly: \$11,977.25 invoiced upon signing of this agreement; \$11,977.25 invoiced May 1, 2014, August 1, 2014 and November 1, 2014.

If the foregoing terms and conditions meet with your understanding and approval, please indicate Client's acceptance and agreement by signing this agreement

Gallup

BY: _____

Name: Kelly Peaks Horner

Title: Senior Consultant

Date: _____

District School Board of Pasco County

BY: _____

Name: Christine Post

Title: HR Director

Date: 1/22/14

Board Chairperson

Date

CHANGE ORDER

Exhibit A-1

(Sample Only)

THIS CHANGE ORDER adds to, modifies, or otherwise amends that certain Statement of Work between Client and Gallup, dated _____, 200_ with regard to the following Services:

GALLUP

[INSERT CLIENT NAME]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

GMC_2011

CONTRACT REVIEWED
AND APPROVED:
az/acf 1/27/14

Complete this form and fax with signed contract/statement of work to:

Melissa Kucks at 402-484-4250

(Invoice will not be generated and sent until signed contract/statement of work is received)

Please provide information on the person who should receive the invoice. Please provide an email address as this is our preferred method of delivery.

Name	Christine Pejot
Title	Director, Human Resources
Organization	District School Board of Pasco County
Address	1227 Land O' Lakes Blvd
City, State ZIP	Land O' Lakes FL 34638
Telephone	813. 794. 2421
Fax	813. 794- 2171
E-Mail	cpejot@pasco.k12.fl.us

If a purchase order # is required by your district on Gallup's invoice, please provide number or fax copy of the PO - Purchase order # _____

