



DISTRICT SCHOOL BOARD OF PASCO COUNTY

Kurt S. Browning, Superintendent of Schools

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

Purchasing Services

Michael J. Woodall, CPPO, Purchasing Agent

813/ 794-2221 Fax: 813/ 794-2112

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

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

October 1, 2013

MEMORANDUM

TO: Honorable School Board Members

FROM: Michael J. Woodall, CPPO, Purchasing Agent *MJW*

RE: Office for Accountability, Research, and Measurement
Student Teaching Agreement
Gallup, Inc.

The Office for Accountability, Research and Measurement is requesting board approval of the agreement between the School District and Gallup, Inc. This agreement enables Gallup, Inc. to build a research partnership with the District's leaders to measure and understand the engagement of its associates. Please reference the attached memo from Dr. Peggy Jones, Director of the Office for Accountability, Research, and Measurement 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 \$125,000 utilizing general funds. The agreement will cover the period of Board approval through September 30, 2014. The attached agreement has been reviewed by the District School Board's Attorney, Ms. Nancy Alfonso on September 17, 2013.

Should you have any questions regarding this matter, please contact Dr. Peggy Jones, or me at your earliest convenience.

MJW/acf

Attachments

Date/Time: September 25, 2013 08:42:00

(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 Accountability, Research, and Measurement

Peggy Jones, Ph.D., Director

813/ 794-2338 727/ 774-2338

352/ 524-2338 Fax: 813/ 794-2116

e-mail: pejones@pasco.k12.fl.us

September 18, 2013

To: Michael Woodall, Director
Purchasing Services

From: Peggy Jones, Ph.D., Director *PJ*
Accountability, Research, and Measurement

Subject: Gallup, Inc.

The Office for Accountability, Research, and Measurement requests approval from the District School Board of Pasco County to contract with Gallup, Inc. to build a partnership to measure and improve school engagement for the District School Board of Pasco County.

The project objective is that Gallup, Inc. accepts the assignment to build a research Partnership with the District School Board of Pasco County school leaders to measure and understand the engagement of its associates.

Gallup, Inc. will provide the Client Project Manager an update of the progress of the work associated with the Scope of Services on an ongoing basis.

/jg

GALLUP

September 12, 2013

Amelia Van Name Larson, Ed.S.
Assistant Superintendent for Student Achievement
Pasco County Public Schools
Phone: 813.794.2650 / 727.774.2650

Dear Amelia Van Name Larson and Pasco County Public Schools Team,

Thank you for choosing Gallup, Inc. ("Gallup") to build a partnership with Pasco Public Schools to measure and improve school engagement for Pasco County Public Schools ("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, for Pasco Public Schools Gallup hereby accepts the assignment outlined 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, Inc.

AGREED AND ACCEPTED:
Amelia Van Name Larson, Ed.S,
on behalf of itself and its subsidiaries and/or affiliates

BY: Kelly Peaks Horner

BY: _____

Name: Kelly Peaks Horner

Name: _____

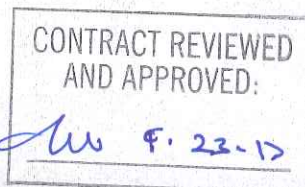
Title: Managing Consultant, Gallup Education

Title: _____

Date: 9/23/13

Date: _____

GMC_2013



GENERAL BUSINESS TERMS

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 Client shall further pay all reasonable out-of pocket expenses of Gallup's personnel associated with client-approved travel (including transportation, lodging and meals) and any lists costs associated with the purchase of phone sample.

1.3 Payment shall be due within 45 days according to invoice schedule provided.

1.4 Client shall be responsible for all taxes imposed on the Services other than Gallup's income taxes, or for employment withholding or taxes imposed on Gallup's property.

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 Agreement will commence upon Board approval and will remain in effect for one year in accordance with the terms and conditions set forth herein.

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

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otherwise. If any of the above events occurs, the affected party shall promptly notify the other party of its occurrence.

4.3 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.

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.

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Gallup Master Consulting Agreement 2013

SCOPE OF SERVICES – Exhibit A

PROJECT OBJECTIVES: Gallup hereby accepts the assignment to build a research partnership with Pasco County Public Schools’ leaders to measure and understand the engagement of its associates.

Client Project Manager(S): Assistant Superintendent, Amelia Van Name Larson 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: Kristin Gregory and Jerlene Mosley 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.

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 FOR PHASE 2: The following outline shows potential activities and an estimated timeline for this work based on dates starting in September 2013. Gallup will implement this plan:

| Activity | Responsible Team | Timeline |
|---|----------------------------------|--|
| <i>Planning and Development Stage</i> | | |
| Plan Meeting: Pasco County /Gallup teams meet to plan partnership, timelines, responsibilities, etc. | Gallup Team/ Pasco County Team | 3 hours |
| <i>Organizational Mapping Stage</i> | | |
| Develop organizational map/roll-up structure | Gallup Team/ Pasco County Team | 3-4 weeks |
| Freeze date of organizational map | Gallup Team | Minimum of 2 weeks prior to survey start |
| Gallup review and proof of organizational map | Gallup Team | 1-2 weeks |
| <i>Report Development</i> | | |
| Develop custom report using established templates – final deliverable in PDF format | Gallup Team | 1 week: occurs within 1 week of survey questionnaire |
| Report sign-off | Pasco County Team | 1 week |
| <i>Survey Development¹</i> | | |
| Develop survey questionnaire ² , includes typing, formatting, and proofing | Gallup Team | 1 week |
| Pasco County Team review and approve surveys and help sheet, includes any demographic or additional questions | Pasco County Public Schools Team | 3-4 days |
| Program and proof Web survey | Gallup Team | 2-3 weeks |

¹ Gallup will complete all surveys in English and via Web mode.

² Gallup is ready to provide a printed help sheet, at request and at additional investment.

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| Activity | Responsible Team | Timeline |
|--|--|--|
| Review of survey by Pasco County Team | Pasco County Team | 3-5 days |
| Email Development/Process | | |
| Develop email invitation, bounce-back, and reminders | Gallup Team | Same day as survey finalization |
| Send bounce-back email | Gallup Team | 1 week prior to survey start |
| Return bounce-back email addresses to Pasco County Public Schools | Gallup Team | The day after bounce-back email was sent |
| Pasco County Public Schools fixes bounce-back email addresses | Pasco County Team | 1 working day |
| Gallup corrects email addresses in Roadbed | Gallup Team | 1 working day |
| Send email invitation | Gallup Team | Morning survey start |
| Send email reminders only to associates who have not yet completed the survey | Gallup Team | 4 th , 8 th , and 12 th day of survey administration |
| Survey in the Field | | |
| Survey administration starts: Gallup will invite associates to take its engagement survey at the same time that it invites students to take GSP | Gallup Team/ Pasco County Team | 2-week period (or desired number of weeks) |
| Survey administration ends | Gallup Team | |
| Survey extension (if needed) ³ | Gallup Team | 1 week |
| Analysis and Survey Report Production | | |
| Data processing/scorecards | Gallup Team | 10-16 working days |
| Review and proof report | Gallup Team | 5-7 working days |
| Post reports to Gallup Online — the Web portal that Gallup uses to communicate to its clients | Gallup Team | 4-6 working days |
| Conduct Impact Analysis | Gallup Team/ Pasco County Team | 1-2 weeks |
| Delivery | | |
| Develop executive presentation for superintendent and executive team <ul style="list-style-type: none"> • Key findings • Overview about teacher engagement • Heat map | Gallup Team | 2 weeks |
| Review/Roll Out 1 Executive Presentation | Gallup Team/ Pasco County Team | 1 week |
| Education and Feedback⁴ | | |
| Conduct individual coaching meeting with up to 4 Learning Community Executive Directors <ul style="list-style-type: none"> • Heat map of schools | Gallup Consulting Team/ Pasco County Leaders | Up to 60 minutes per session per Exec Director. Conduct on the same day as exec presentation |

³ If Pasco County Public Schools requests additional field survey time, Gallup will review and adjust the timeline.

⁴ For more information about the Q¹² and GSP analysis, refer to Appendix A of this proposal.

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| Activity | Responsible Team | Timeline |
|---|------------------|----------|
| Conduct 5 monthly 60 minute coaching calls with the Community Executive Directors | | |

PROJECT PRICING: The pricing for the Services, exclusive of expenses and costs otherwise payable under the General Terms and Conditions, shall be as follows as detailed in the previous section about project deliverables. The total price **\$125,500.00 for one year**. This pricing is based upon a three year contract. All prices are expressed in USD dollars.

PROJECT BILLING SCHEDULE: The Service Fee of **\$125,000** shall be invoiced as follows:

- 50% of total service fee: upon signing of the agreement
- 25% of total service fee: November 21, 2013
- 25% of total service fee: January 21, 2013

Gallup has relied on information provided by Client in defining the Scope of Services and determining the pricing for the above described 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. Gallup will bill for additional consulting hours required to complete the scope of services unless Client requests in writing a modification to reduce the services in order to maintain the current contract value.

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.

Very truly yours,
Gallup, Inc.

AGREED AND ACCEPTED:
Amelia Van Name Larson, Ed.S,
on behalf of itself and its subsidiaries and/or affiliates

BY: Kelly Peaks Horner

BY: _____

Name: Kelly Peaks Horner

Name: _____



Title: Managing Consultant, Gallup Education

Title: _____

Date: 9/23/13

Date: _____

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