

GALLUP

May 24, 2013

Dr. Renee A. Foose
Howard County Public School System
10910 State Route 108
Ellicott City, MD 21042

Dear Dr. Foose,

Thank you for choosing Gallup ("Gallup") for Employee Engagement for the Howard County Public School System ("Client"). This Contract 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 Contract, Gallup hereby accepts the assignment to perform employee engagement 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 Contract 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 the contract by signing in the space provided below and returning a copy of this Contract 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 Contract including any of the exhibits, or require any other assistance that Gallup may provide, please feel free to contact me.

Very truly yours,
Gallup

AGREED AND ACCEPTED:
Howard County Public School System on behalf of itself
and its subsidiaries and/or affiliates

BY: Kelly Peaks Horner

BY: 

Name: Kelly Peaks Horner

Name: Douglas Pondell

Title: Client Consultant

Title: Dir. of Purchasing

Date: 7/17/13

Date: 7/10/13

1. PAYMENT OF INVOICES.

1.1 Client shall pay Gallup during the term of the Contract 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 according to the payment schedule agreed to by the parties. 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. 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 dispute is resolved and the account is made current.

1.4 Client shall be responsible for all taxes imposed on the Services other than Gallup's income taxes, or for Gallup's 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 Contract and all Statements of Work issued pursuant to said Contract. 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; (e) information required to be disclosed by the Maryland Public Information Act.

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 the Contract 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 Contract 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 the Contract 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 the Contract; (b) this Contract 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 the Contract

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 the Contract 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 or Deliverables 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 the Contract.

3.5 EXCEPT AS SET FORTH IN THE CONTRACT 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 The Contract will commence on the 26th day of June, 2013 and will remain in effect for 36 months or unless terminated early in accordance with the terms and conditions set forth herein.

4.2 Either party may terminate the Contract 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 the Contract 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 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 the Contract or any applicable Scope of Services without cause upon 60 days written notice. If the Contract 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 of the Contract for all deliverables and/or milestones completed in whole or in part, through the date of termination, per the schedule of deliverables. If the Client elects to terminate the Contract, it shall be entitled to Gallup's work product through the date of termination. Gallup will have up to 60 days beyond the date of termination to prepare its work product into a deliverable format

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 the Contract or an applicable Scope of Services that has already been conceived or developed by anyone other than Client before Gallup renders any Services under the Contract or that is conceived or developed by anyone other than Client at any time wholly independent of the Services under the Contract ("Gallup Property"). Gallup Property is not considered work product or a "work for hire" under the terms of the Contract.

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. Notwithstanding the above, all products, reports, compilation of data, analyses or other materials produced or developed by Gallup for Client under the Scope of Services shall be deemed to be the data, reports or products of the Client which may be available under Maryland Law to third parties submitting a Maryland Public Information Act Request.

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 The Contract shall be construed and interpreted according to the laws of the State of Maryland without regard to the conflicts of law principles in Maryland.

6.2 In the event of any dispute, claim, question, or disagreement arising from or relating to the Contract 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 Contract 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 of Client.

8. NOTICES.

Any notice or other communication required or permitted to be made or given by either party pursuant to the Contract 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 the Contract 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, except as necessary to perform the service and deliverables or as set forth in the Scope of Services.

11. INTEGRATION.

The Contract 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 the Contract. The Contract 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 the Contract shall incorporate the terms and conditions of Business Terms.

12. SEVERABILITY.

The provisions of the Contract 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 the Contract, 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.

This section deleted.

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 the Contract.

15. ASSIGNMENT.

Neither party may assign any rights in nor delegate any obligations under ~~this Agreement~~ the Contract 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 the Contract 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 the Contract.

EXHIBIT A

SCOPE OF SERVICES

EMPLOYEE ENGAGEMENT

Number and Breakdown of Participating Employees

- Howard County Public School System will enroll a total population of up to 8,000 employees in the Educational Engagement program.

Language Requirements

- All program communication will be in American English language only.

Organizational Rollup Structure/Master List

- Howard County Public School System will provide complete data on each individual employee enrolled in the program and define (in sufficient detail) the organizational rollup structure in order to allow an efficient interview administration and reporting process. Howard County Public School System will input this information directly or download an Excel[®] file at the Educational Engagement Web site.

This master list consists of an outline that describes the district's organizational structure. Supplied by Howard County Public School System, this master list will be used to identify managers/leaders, the hierarchical description of managers, and the report description.

Howard County Public School System must provide the following:

- A listing (by name) of every employee and manager/leader (including top-level executives) in the organization
 - Alpha description for each manager/leader's title
 - Department code for which each manager/leader is responsible
 - A unique employee identification number (not a SSN) for each employee and manager/leader
 - E-mail addresses for each employee and manager/leader
 - Number (physical count) of employees reporting to each identified manager/leader
 - Name of the person each employee and manager/leader reports to and the employee ID of the report-tos
- Howard County Public School System will provide the student/employee data in accordance with Gallup's requirements. Gallup will provide file layout and document requirements. Howard County

Public Schools will submit file(s) to Gallup by a mutually agreed upon date. Sufficient time will be allowed (up to 4 weeks) for Gallup to complete a review of the first submission of the district's employee data, and to then work with Howard County Public School System to correct any deficiencies in the employee data. All components of the master list will be approved and proofed by both Howard County Public School System and Gallup. Once approvals have been given, the master list will be considered final, and data collection may begin. Each individual change that is necessary and occurs after the list has been submitted online may be subject to a \$500 fee.

Qualitative Research for Questionnaire Development

- No qualitative research (e.g., focus groups, in-depth interviews) will be performed for purposes of questionnaire development.

Questionnaire Items and Length

- Gallup's Q¹² items (closed-ended, single response/5-point scale) The Howard County Public School System may require additional explanatory documents or attachments that will become part of the Contract.

Q¹² Census -- Data Collection Methodology

- Using the questionnaire items listed above, Howard County Public School System and Gallup will conduct a census of all employees enrolled in the Educational Engagement program using a Web data-collection methodology.
- Employees with no access to the Web will be surveyed using Gallup's automated telephone system. Howard County Public School System will be responsible for distributing survey instructions to these employees.

Announcements and Activities to Promote Employee Participation

- Howard County Public School System is responsible for all activities/costs associated with announcing the Educational Engagement program and encouraging employees to participate, including any department or school incentives. Gallup will provide suggestions to Howard County Public School System on what may impact participation.

Employee Assistance Hotline (for Questionnaire Administration)

- Gallup will provide an employee assistance hotline for all employees. The U.S. hotline will be open Monday through Friday, excluding U.S. holidays, from 7 a.m. to 7 p.m., Central time.

Reports for Managers/Leaders

- Gallup will deliver results for up to 19 managers/leaders and special reports at Gallup Online. To protect employee confidentiality, the findings for any groups consisting of fewer than five people will not be broken out and reported separately.
- All results reporting requirements will be established during the program startup phase of the project. These requirements will be included in the report rollup hierarchy and report-generation-system programming. Requests for results entailing workgroups or data breakouts not accounted for in the original reporting plan and not programmed during the program startup phase can be accommodated, but at a higher cost.
- All results produced for Howard County Public School System will follow Gallup's standardized Web report template.
- The individual reports will be delivered at Gallup Online. Managers/leaders may print their results from this Web site when notified by e-mail.
- Howard County Public School System will have responsibility for any further duplication and internal distribution of the results to employees for Impact planning.

Manually Generated Reports

- Requests for any reports not accounted for in the original organizational structure/master list submitted at Gallup Online and not programmed during the program startup phase can be accommodated but at an additional cost. The costs for additional reporting will be determined by the scope, timing, and frequency of ad-hoc reporting requests (i.e., submitting requests individually versus submitting them all at once), the degree of difficulty involved in identifying and isolating the appropriate data for inclusion in the report, creating the appropriate file for executing the report run, and then generating and delivering the report. The cost of the reports shall not exceed \$300.

Executive Briefing

- Gallup will provide Howard County Public School System with one executive presentation. A senior Gallup consultant will deliver the approximately two-hour presentation. The presentation content will cover the following:
 - Introduction to the Q¹²
 - Causal links in the path to business outcomes (i.e., Gallup's meta-analysis)
 - Presentation of District Name's results
 - The story – what it means for the district
 - Strategic intervention plans
 - Employee engagement rollout plan
- Gallup will be responsible for development of the presentation content and conducting the presentation. Gallup and Howard County Public School System will jointly select the executives who are to attend the briefing.

- Howard County Public School System will be responsible for orchestrating presentation time, making travel arrangements for Howard County Public School System personnel, securing facilities at which to hold the executive presentation, and extending invitations to attendees.

Q¹² Impact I Training

- Gallup will provide Howard County Public School System with two back-to-back Q¹² Impact 1 training sessions for managers/leaders or district trainers. The class size for either training model is 40 participants. Howard County Public School System will be responsible for providing suitable facilities for holding the classroom sessions, all internal communication/coordination entailed for setting up and executing the Gallup University course onsite, and normal food and beverages.
- A Gallup University instructor will lead each session.
- The district facilitator will have access to the following support materials for the Q¹² Impact 1 training sessions:
 - Facilitator's Guide
 - Impact Plan
 - 12-month Plan
 - Q¹² Feedback Guide
 - Q¹² Impact Team Member's Guide
 - Q¹² Impact 1 Leading and Impact Planning Session Guide
 - Web-based learning and resources
- Gallup will box and ship all training materials in bulk to one drop shipment point within Howard County Public School System.
- The training sessions will enable managers/leaders to conduct feedback and action planning sessions with their direct reports or equip district trainers to conduct feedback and action planning sessions with managers/leaders.

Performance Outcomes Analysis

- A senior Gallup analyst will conduct up to two meetings with the appropriate staff at Howard County Public School System to discuss a performance outcomes analysis and the data required to conduct the analysis.
- It is Howard County Public School System's responsibility to provide Gallup with the most appropriate performance data that is available. Howard County Public School System understands that the better the available data meets the analytical prerequisites, the better Gallup is able to analyze the relationship between Q¹² and performance metrics.
- Gallup is responsible for analyzing the statistical relationship between Q¹² and other performance metrics. Gallup will provide information on the analysis findings in the Executive Briefing if the timeline permits.
- Gallup will provide up to five hours of consulting on parent survey and other research initiatives.

Staffing Responsibilities

- The success of Howard County Public School System’s Educational Engagement program will require a commitment of the right mix of district personnel to the engagement. The Howard County Public School System team will consist of personnel who can adequately perform the following functions:

District Facilitator – is responsible for final decisions regarding reports and training.

Communications – coordinates all publicity and promotion to ensure a high response rate. This person will also help communicate the results of the survey on an organization-wide level.

Personnel – has knowledge of district personnel and is experienced with Microsoft Excel® to develop a master list of employees or managers for the Q¹² survey and rollup reporting process. This individual will be responsible for the content of the final rollup list, which is to be entered or downloaded at Gallup Online, and approved by both Howard County Public School System and Gallup, before the Q¹² survey can be put into the field.

Timing

- The support and cooperation received from Howard County Public School System during the project will be crucial. Howard County Public School System representatives need to make themselves available to Gallup to provide support during crucial phases of the project. During these periods there are factors under the school district’s control but not under Gallup’s control that have the potential to adversely impact the project schedule. If this situation does occur, Gallup will document any and all such delays and work vigorously with the district’s facilitator to establish new timelines and expectations.
- The project will start upon Gallup’s receipt of a signed contract, and a project time line will be jointly planned. Sequencing and staging will be as follows:

PHASE	DURING WEEKS
Program Startup	1-3
<ul style="list-style-type: none"> • Strategic consulting • Process consulting • Establishing of milestones and associated deliverables • 	
Survey Set-Up	2-6
<ul style="list-style-type: none"> • Gallup Online set up • Organizational structure online 	
Data Collection	7-8
<ul style="list-style-type: none"> • Web only 	
Analysis and Web Reporting	
<ul style="list-style-type: none"> • Data analysis • Q¹² Results Posted at Gallup Online 	9-12
Executive Presentation	
<ul style="list-style-type: none"> • Group presentation on site 	13

IMPACT Training

- Reports available online for every manager
- Q12 Impact 1 manager or trainer education

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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. Client retains the right to publish reports as necessary or appropriate giving credit or acknowledgement to Gallup.

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.

Price

The service fee, exclusive of expenses and costs otherwise payable under the Contract, shall be as follows: \$426,300 for a three-year commitment (represents a 2% discount for multi-year contract) \$142,100 USD per year. Funding for subsequent fiscal years is subject to government appropriations. Should funding not be made available, Section 4 of the General Business Terms shall apply.

Invoicing Schedule

- Client will be invoiced 50% (\$71,050) of year one fee at the receipt of a signed contract.
- Client will be invoiced the balance of the service fee (\$71,050) 30 days after services are initiated.
- Subsequent years will be invoiced in total when project work begins, but no sooner than July 15th.
- All invoices are to be paid in U.S. dollars.
- All invoices will be sent to one Howard County Public School System contact.

Gallup agrees to indemnify the District and hold it harmless for any breach of confidentiality or other wrongful act that it may cause that result in any damage to the District or third party legal action against the District that may arise out of the performance of this agreement.

Except as specifically amended by this Statement of Work, all the terms and conditions of the Master Consulting Services Agreement shall remain in full force and effect. This Statement of Work shall be effective upon complete execution and receipt by Gallup's Contracting Officer. Gallup shall have no

obligation to initiate work on the Additional Services, nor shall it be responsible for any project timelines for the Additional Services, until this Statement of Work becomes effective.

If the foregoing terms and conditions meet with your understanding and approval, please indicate Client's acceptance and agreement by signing this and returning by fax to Judy Bailey at 402-484-4250.

Gallup

By: Kelly Peaks Horner

Name: Kelly Peaks Horner

Title: Managing Consultant

Date: 7/17/13

Howard County Public School System

By: [Signature]

Name: Douglas Rindell

Title: Dir. of Purchasing

Date: 7/12/13

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

Judy Bailey 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	Grace Chesney
Title	Chief Accountability Officer
Organization	Howard County Public School System
Address	10910 Clarksville Pike
City, State ZIP	Ellicott City, MD 20142
Telephone	410 313-6600
Fax	
E-Mail	echesney@hcpss.org

If purchase order # is required by your district on Gallup's invoice, please provide number or fax copy of the PO - Purchase order #P1305774. Reference HCPSS Contract No. 073.13.B1

GALLUP/HCPS ELEMENTARY STRENGTHS ACADEMY

Gallup and Howard County Public Schools ("Client") enter into this contract on this 11th day of April, 2014 whereby Gallup agrees to provide: Strengths-Based Development to 5 elementary schools in accordance with the following terms:

Part 1: Understand Strengths and Talents

1. **Strengths Advisor training, consulting, and support for 1 counselor in each of the 5 identified schools** to serve as the Strengths Developer. The counselors, with Gallup Strengths Consultants, will develop a plan to incorporate strengths into the schools for staff and students.
 - Topics may include: Driving Strengths and Academic Success, Parent-Teacher Strengths Conversations, Recognition, Hope and Future Exploration, and Social Well-being.
 - 5 Strength Developers will start their training at a 5-day strengths retreat at the Gallup headquarters in Washington, D.C. This training will help them develop their own leadership as well as gain competency and learn strategies for building upon the strengths of staff in their schools.
 - Second session: a 2½-day training will focus on how the Strength Developers can help students (and their parents) discover and develop their strengths either using StrengthsExplorer or Strengths Spotting for 4th grade and below.
 - 5 additional webinars/sessions will be customized to the needs, support, and learning aspirations of the five Strength Developers.
2. **StrengthQuest codes for staff in each of the 5 identified school** to complete the Clifton StrengthFinder -- an online portal will be created for each school for school-based Strength Developers to access reports
3. **StrengthsExplorer codes for students in grade 5 in each of the 5 identified school**
4. **Strengths Kick-Off event for up to 4 hours in fall 2014 for up to 300 staff**, focusing on how to teach with your strengths and develop students' strengths

Part 2: Develop Strengths and Talents--

1. **Provide every educator in the targeted elementary schools with a strengths report.** Gallup will invite each educator to take the Clifton StrengthsFinder to identify his or her strengths. Each educator will then receive a personalized report about how to leverage his or her strengths in their teaching.
2. **Certify a team leader in each school as a Strengths Developer:** Gallup recommends HCPS certify one educator for every 150 students or one in each targeted school. These certified Strength Developers support teachers in strengths implementation, with strengths resources, and with strengths programming. Strength Developers integrate strengths principles with curriculum to better achieve their goals. They will also lead the effort and plan toward spotting students' strengths early and helping 5 graders begin to develop individual strengths plans.
3. **Provide every 5th grade student with a strengths report and a plan for academic success:** HCPS will invite each student in 5th grade to complete StrengthsExplorer, either through Naviance or a unique code, to identify his or her strengths. Each student will then receive a StrengthsExplorer report detailing his or her strengths. Educators and Strength Developers will work with students to create goals for their schools, activities, relationships, and health.

Fee:

\$65,000 for year 1

\$24,000 for year 2

\$24,000 for year 3

Terms: Gallup will invoice this seminar upon receipt of signed agreement.

Invoice		
Installment	Amount	Invoiced (invoices due upon receipt)
1	\$65,000.00	On July 1, 2014
2	\$24,000.00	On July 1, 2015
3	\$24,000.00	On July 1, 2016

Client acknowledges and agrees that Gallup shall retain sole and exclusive ownership of all products and materials owned by Gallup or in which Gallup has a proprietary interest. Gallup's proprietary intellectual property includes, but is not limited to Gallup's copyrighted and trademarked Q12, CE11, StrengthsFinder, SRI and all accompanying curriculum, activities, training and consulting materials ("Gallup Property"). Gallup Property is not considered work product or "work for hire" under the terms of this Agreement. Gallup grants Client a non-exclusive, nontransferable license to use Gallup Property during the term of this Agreement or an applicable Statement of Work. Gallup Property may not be fielded by any third party, nor may Gallup Property be given to any third party for further analysis, without the written permission of Gallup.

Client shall not have the right or allow the right to any other party to record, broadcast, or televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof.

Notices. All notices provided for in this Agreement shall be given in writing and transmitted by personal delivery or certified mail, return receipt requested, postage prepaid, addressed as follows:

GALLUP
1001 Gallup Dr.
Omaha, NE 68102
Attention: Lisa B. Kiichler
Vice President & Associate Counsel

HOWARD COUNTY PUBLIC SCHOOLS
10910 Clarksville Pike
Ellicott City, MD 21042
Attention: Renee Foose
Superintendent

If the foregoing terms and conditions meet with your understanding and approval, please indicate Sponsor's acceptance and agreement by signing this contract in duplicate and returning both originals to the undersigned for signature. An original will be returned to Sponsor.

GALLUP
BY: Kelly Peaks Horner
PRINT NAME: Kelly Peaks Horner
TITLE: Senior Gallup Development Consultant
DATE: 4/30/14

HOWARD COUNTY PUBLIC SCHOOLS
BY: [Signature]
PRINTNAME: Douglas Pindell
TITLE: Dir. of Purchasing
DATE: 4/11/14

BILLING CONTACT FORM

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

Summer Pratt 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	<u>E. Grace Chesney</u>
Title	<u>Chief Accountability Officer</u>
Organization	<u>Howard County Public School System</u>
Address	<u>10910 Clarksville Pike</u>
City, State ZIP	<u>Elliott City, MD 21042</u>
Telephone	<u>410 313-1588</u>
Fax	<u>410 313-6833</u>
E-Mail	<u>echesney@hcpss.org</u>

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

GALLUP

GALLUP/HOWARD COUNTY PUBLIC SCHOOLS SYSTEM ELEMENTARY
STRENGTHS CONSULTING SESSION

Gallup and Howard County Public School System ("Client") enter into this contract on this 17th day of June, 2014 whereby Gallup agrees to provide: a strengths consulting session in accordance with the following terms:

Expert Support: In addition to the deliverables outlined in the original contract, Gallup welcomes the opportunity to provide expert support in order to achieve success and measurable impact.

Gallup proposes the following addendum to the current contract:

- A Gallup immersion team to coach and teach HCPSS principals and teachers in strengths-based practices.
- Gallup will contribute StrengthsFinder codes to participating parents in the six targeted elementary schools in the first year
- The Clifton Strengths Institute will fund a project review and impact research study conducted by Dr. Shane Lopez

Outcomes:

- Every student will have a success plan to include their unique strengths
- Every teacher will have a success plan to include their unique strengths
- Parents will be provided an opportunity to participate in strengths workshops (goal is to reach 25% of parents each year)
- Increase staff engagement
- Research white paper to be written by Dr. Shane Lopez

Deliverables:

- Strengths Explorer education for teacher in grades 4-5
- Strengths coaching and planning for every teacher
- Parent seminars of approximately 1 per month in each school
- Monthly themes and projects to be determined by both Gallup Consultants and school strength teams
- Creation of a school strengths office in each school
- Monthly review meeting with CO team

Fee: \$90,000

Terms: Gallup will invoice the fee upon completion of the event and payment is required upon receipt.

Client acknowledges and agrees that Gallup shall retain sole and exclusive ownership of all products and materials owned by Gallup or in which Gallup has a proprietary interest. Gallup's proprietary intellectual property includes, but is not limited to Gallup's copyrighted and trademarked Q12, CE11, StrengthsFinder, SRI and all accompanying curriculum, activities, training and consulting materials ("Gallup Property"). Gallup Property is not considered work product or "work for hire" under the terms of this Agreement. Gallup grants Client a non-exclusive, nontransferable license to use Gallup Property during the term of this Agreement or an applicable Statement of Work. Gallup Property may not be fielded by any third party, nor may Gallup Property be given to any third party for further analysis, without the written permission of Gallup.

Client shall not have the right or allow the right to any other party to record, broadcast, or televise, photograph or otherwise reproduce the visual and/or audio performances hereunder, or any part thereof.

Notices. All notices provided for in this Agreement shall be given in writing and transmitted by personal delivery or certified mail, return receipt requested, postage prepaid, addressed as follows:

GALLUP
1001 Gallup Dr.
Omaha, NE 68102
Attention: Kelly Peaks Horner
Senior Gallup Development Consultant

HOWARD COUNTY PUBLIC SCHOOL SYSTEM
10910 Clarksville Pike
Ellicott City, MD 21042
Attention: Renee Foose
Superintendent

If the foregoing terms and conditions meet with your understanding and approval, please indicate Sponsor's acceptance and agreement by signing this contract in duplicate and returning both originals to the undersigned for signature. An original will be returned to Sponsor.

GALLUP
BY: Kelly Peaks Horner
PRINT NAME: Kelly Peaks Horner
TITLE: Senior Consultant
DATE: 7/18/14

HOWARD COUNTY PUBLIC SCHOOL SYSTEM
BY: A. A. Clement
PRINTNAME: Cece Clement
TITLE: Purchasing Manager
DATE: 7/11/14

BILLING CONTACT FORM

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

Summer Pratt 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 Renee A. Foose
Title Superintendent
Organization Howard Co. Public School System
Address 10910 Clarksville Pike

City, State ZIP Ellicott City, MD 21042
Telephone 410-313-6677
Fax 410-313-6877
E-Mail Renee_Foose@hcpss.org

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

GALLUP

ADDENDUM

THIS ADDENDUM adds to, modifies, or otherwise amends the Master Consulting Agreement (the "Agreement") between Howard County Public Schools ("Client") and Gallup, Inc. ("Gallup") dated June 17, 2013 with regard to the following:

Phase II Grow Strong Schools: Howard County Public School System

- **25 days of in-school time shared between three (3) Gallup Impact Consultants to include:**
 - **Student Strengths Specialist Certification option for 4th and 5th grade ESM teachers.**
 - **2015 -2016 ESM model development**
- **Measurement:**
 - **Gallup Student Poll with additional student pulse items**
 - **Q12 teacher engagement pulse (overview)**
- **Qualitative evaluation of Grow Strong Schools to be led by Dr. Shane Lopez**
- **Keynote with Shane Lopez on August 10, 2015**

Timeline: The Elementary Grow Strong school project work will end June 30, 2015.

Keynote by Dr. Shane Lopez will be on August 10, 2015.

Project completion date: August 10, 2015.

Fee: \$98,500.00

Client and Gallup hereby agree to add additional services to the scope of work as defined in Exhibit A of the Agreement. Specifically, Gallup will provide Phase II: Grow Strong Schools and a keynote with Dr. Shane Lopez. The total cost for the additional services to be performed is **\$98,500**. Gallup will invoice the fee upon return of the signed addendum and payment is required upon receipt.

Except as specifically amended by this Addendum, all the terms and conditions of the Agreement dated June 17, 2013 shall remain in full force and effect. This Addendum shall be effective upon complete execution and receipt by Gallup's Contracting Officer.

GALLUP, INC.

By: Kelly Peaks Horner
Name: Kelly Peaks Horner
Title: Senior Consultant
Date: 3/20/15

HOWARD COUNTY PUBLIC SCHOOLS

By: [Signature]
Name: Douglas Pendell
Title: Director of Purchasing
Date: 3/17/15

BILLING CONTACT FORM

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

Summer Pratt 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 Grace Chesney
Title Chief Accountability Officer
Organization Howard County Public School System
Address 10910 Clarksville Pike

City, State ZIP Ellicott City, MD 21042
Telephone 410 313-6785
Fax 410 313-6833
E-Mail echesney@hcpss.org

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

GALLUP

CHANGE ORDER

Exhibit A-1

THIS CHANGE ORDER adds to, modifies, or otherwise amends that certain Statement of Work between Client and Gallup, dated December 20, 2013 with regard to the following 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 an annual 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:
 - Ongoing consulting from contract agreement throughout the contract period, system startup, hardware and software maintenance, and technical support for district personnel and candidates
 - District provides hiring data annually which is used by Gallup to provide annual reporting on progress
 - Unlimited TeacherInsight assessments for candidates during the contract period
 - Gallup Online results reporting and electronic transfer of data to an applicant tracking system using Gallup's protocol and support for a one-time integration of results
 - Ongoing research and interview fairness testing
 - Consulting and education by a Gallup consultant for recruiting leaders and principals to discuss recruitment strategies, use of the assessment and Talent Dimension Report, and creation of strengths development plans for new hires. Consulting and education will include use of online modules, consulting session, and presentation at principal meetings.
 - Results reporting will provide bar graphs comparing individual teacher candidates to the research group across each of the defined talent dimensions
 - Teacher FIT Interview for recruiting leaders and principals

Investment	Price
Year 1	\$63,300
Year 2	\$65,200
Year 3	\$67,100
Total Three-Year Partnership	\$195,600

PROJECT PRICING:

The pricing for the Services, exclusive of expenses and costs otherwise payable under the General Terms and Conditions, shall be as follows: **\$195,600 (for three years)**. Terms of this agreement shall start two weeks from receipt of signed agreement and completed datasheet emailed to Gallup and shall run for a period of 36 months. When integration is involved, start-up time is dependent on third party vendor, testing, etc.

Terms: Gallup will invoice the fee upon return of the signed agreement and payment is required upon receipt.

GALLUP

By: Kelly Peaks Horner

Name: Kelly Peaks Horner

Title: Senior Consultant

Date: 3/20/15

HOWARD COUNTY PUBLIC SCHOOL SYSTEM

By: Renee Foose

Name: Dr. Renee Foose

Title: Superintendent

Date: 3/17/15

ADDENDUM

THIS ADDENDUM adds to, modifies, or otherwise amends the Master Consulting Agreement (the "Addendum") between Howard County Public Schools ("Client") and Gallup, Inc. ("Gallup") dated April 11, 2014 with regard to the following:

Client has requested Gallup perform the following services:

A. SCOPE OF SERVICES:

CLIENT PROJECT MANAGER(S): DR. RENEE FOOSE. 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: KELLY PEAKS HORNER. 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:

Gallup will continue to partner with Client to provide educators in the selected schools with a Clifton StrengthsFinder Signature Themes report and a one-on one consulting session with a Gallup strengths consultant. Additionally, Gallup will provide Client with the necessary codes and access to have all students in the selected schools participate in Clifton Youth StrengthsExplorer. Specifically, Gallup will provide the following:

Clifton Youth StrengthsExplorer Codes

- 880 total codes for students in the newly selected schools participating in the program.
- 220 total codes for students in the existing schools participating in the program.

Clifton StrengthsFinder Codes

- 270 total codes for school leaders and teachers in the newly selected schools participating in the program.
- 60 total codes for school leaders and teachers in the existing schools participating in the program.

Clifton StrengthsFinder One-On-One Consulting

- A Gallup strengths consultant will deliver feedback sessions via phone with school leaders and teachers in the newly selected schools participating in the program. Leaders and Strengths Team members will receive a one-hour feedback session. Teachers will receive a 30-minute feedback session.
- A Gallup strengths consultant will deliver one-hour feedback sessions with school

leaders and teachers in the existing schools participating in the program. Leaders and Strengths Team members will receive a one-hour feedback session. Teachers will receive a 30-minute feedback session.

Additional Consulting

- Gallup will provide up to 300 additional consulting hours split between in-person meetings and phone or webinar consulting for program implementation, including monthly meetings, training and parent education within the existing and newly selected schools participating in the program.

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.

B. PROJECT PRICING:

The pricing for the Services, exclusive of expenses and costs otherwise payable under the General Terms and Conditions of the Agreement dated April 11, 2014, shall be as follows: \$129,800.00. This pricing is based upon a one-year engagement. All prices are expressed in US dollars. This Service Fee includes a \$24,000.00 credit for work already contracted under the Agreement dated April 11, 2014. The Service Fee shall be invoiced upon execution of this Addendum.

Except as specifically amended by this Addendum, all the terms and conditions of the Agreement dated April 11, 2014 shall remain in full force and effect. This Addendum shall be effective upon complete execution and receipt by Gallup's Contracting Officer.

GALLUP, INC.

By: Kelly P. Horner
Name: Kelly P. Horner
Title: Senior Consultant
Date: 12/14/15

HOWARD COUNTY PUBLIC SCHOOLS

By: [Signature]
Name: Douglas Pindell
Title: Director of Purchasing
Date: 11/24/2015
Rf. 073.13.B1

ADDENDUM

THIS ADDENDUM adds to, modifies, or otherwise amends the Master Consulting Agreement (the "Agreement") between School District ("Client") and Gallup, Inc. ("Gallup") dated May 24, 2013 with regard to the following:

- Gallup and Client agree to extend the contract for an additional one-year term.
- Section 4.1 of the General Business Terms are modified to say the following:
 - The Contract will commence in the 26th day of June 2013, and will remain in effect for 48 months or unless terminated early in accordance with the terms and conditions set forth herein.
 - Upon mutual agreement of Gallup and Client, the contract may be extended for up to two additional years at the same contract price per year.
- The Scope of Services listed in Exhibit A (attached to this document as a reference) are incorporated into this addendum and will include the following additions to the Scope of Services:
 - A Gallup Consultant will deliver an on-site presentation of results to the Board of Education during a regularly scheduled meeting.
 - Gallup will work with Client research team to determine performance measures to be included in the employee engagement masterlist. Gallup will use this information to provide additional insights about the relationship between employee engagement and outcome measures of interest to the district.

Client and Gallup hereby agree to add these additional services to the scope of work as defined in Exhibit A of the Agreement. The total cost for the additional services to be performed and the associated invoicing will be as follows:

The service fee, exclusive of expenses and costs otherwise payable under the Letter of Agreement, shall be as follows: \$142,100.00 USD per year for a one-year commitment. Per the General Business terms change above, Client may request up to two additional years of services at the same service fee per-year.

Invoicing Schedule

- The entire service fee will be invoiced in total when project work begins.
- All invoices are to be paid in U.S. dollars.
- All invoices will be sent to one Howard County Public School System contact.

Except as specifically amended by this Addendum, all the terms and conditions of the Agreement dated May 24, 2013 shall remain in full force and effect. This Addendum shall be effective upon complete execution and receipt by Gallup's Contracting Officer.

GALLUP, INC.

By: Melissa Hinrichs
Name: Melissa Hinrichs
Title: Senior Consultant
Date: 8-22-16

DISTRICT

By: [Signature]
Name: Douglas Pindell Jr.
Title: Director of Purchasing
Date: August 5, 2016



BILLING CONTACT FORM

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

Melissa Hinrichs at 402-938-6163 or Melissa_hinrichs@gallup.com

(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	<u>E. Grace Chesney</u>
Title	<u>Chief Accountability Officer</u>
Organization	<u>Howard County Public School System</u>
Address	<u>10910 Clarksville Pike</u>
	<u></u>
City, State ZIP	<u>Ellicott City, MD 21042</u>
Telephone	<u>410-313-1588</u>
Fax	<u>410-313-6833</u>
E-Mail	<u>echesney@hcpss.org</u>

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

GALLUP

EMPLOYEE ENGAGEMENT

Number and Breakdown of Participating Employees

- Howard County Public School System will enroll a total population of up to 8,000 employees in the Educational Engagement program.

Language Requirements

- All program deliverables will be produced in American English language only.

Organizational Rollup Structure/Master List

- Howard County Public School System will provide complete data on each individual employee enrolled in the program and define (in sufficient detail) the organizational rollup structure in order to allow an efficient interview administration and reporting process. Howard County Public School System will input this information directly or download an Excel® file at the Educational Engagement Web site.

This master list consists of an outline that describes the district's organizational structure. Supplied by Howard County Public School System, this master list will be used to identify managers/leaders, the hierarchical description of managers, and the report description.

Howard County Public School System must provide the following:

- A listing (by name) of every employee and manager/leader (including top-level executives) in the organization
 - Alpha description for each manager/leader's title
 - Department code for which each manager/leader is responsible
 - A unique employee identification number (not a SSN) for each employee and manager/leader
 - E-mail addresses for each employee and manager/leader
 - Number (physical count) of employees reporting to each identified manager/leader
 - Name of the person each employee and manager/leader reports to and the employee ID of the report-tos
- Howard County Public School System will provide the employee data in accordance with the timeline and milestone completion dates agreed to by Howard County Public School System and Gallup. Sufficient time will be allowed (up to 4 weeks) for Gallup to complete a review of the first submission of the district's employee data, and to then work with Howard County Public School System to correct any deficiencies in the employee data. All components of the master list will be approved and proofed by both Howard County Public School System and Gallup. Once approvals

have been given, the master list will be considered final, and data collection may begin. Each individual change that is necessary and occurs after the list has been submitted online is subject to a \$500 fee.

Qualitative Research for Questionnaire Development

- No qualitative research (e.g., focus groups, in-depth interviews) will be performed for purposes of questionnaire development.

Questionnaire Items and Length

- Gallup's Q¹² items (closed-ended, single response/5-point scale)
- Up to five additional closed-ended custom questions, jointly agreed upon by Gallup and HCPSS

Q¹² Census -- Data Collection Methodology

- Using the questionnaire items listed above, Howard County Public School System and Gallup will conduct a census of all employees enrolled in the Educational Engagement program using a Web data-collection methodology.

Announcements and Activities to Promote Employee Participation

- Howard County Public School System is responsible for all activities/costs associated with announcing the Educational Engagement program and encouraging employees to participate, including any department or school incentives. Gallup will provide suggestions to Howard County Public School System on what may impact participation.

Employee Assistance Hotline (for Questionnaire Administration)

- Gallup will provide an employee assistance hotline for all employees. The U.S. hotline will be open Monday through Friday, excluding U.S. holidays, from 7 a.m. to 7 p.m., Central time.

Reports for Managers/Leaders

- Gallup will deliver results for managers/leaders and special reports at Gallup Online. To protect employee confidentiality, the findings for any groups consisting of fewer than five people will not be broken out and reported separately.
- All results reporting requirements will be established during the program startup phase of the project. These requirements will be included in the report rollup hierarchy and report-generation-system programming. Requests for results entailing workgroups or data breakouts not accounted for in the original reporting plan and not programmed during the program startup phase can be accommodated, but at a higher cost.
- All results produced for Howard County Public School System will follow Gallup's standardized Web report template.
- The individual reports will be delivered at Gallup Online. Managers/leaders may print their results from this Web site when notified by e-mail.
- Howard County Public School System will have responsibility for any further duplication and internal distribution of the results to employees for impact planning.

Manually Generated Reports

- Requests for any reports not accounted for in the original organizational structure/master list submitted at Gallup Online and not programmed during the program startup phase can be accommodated but at an additional cost. The costs for additional reporting will be determined by the scope, timing, and frequency of ad-hoc reporting requests (i.e., submitting requests individually versus submitting them all at once), the degree of difficulty involved in identifying and isolating the appropriate data for inclusion in the report, creating the appropriate file for executing the report run, and then generating and delivering the report.
- Howard County Public School System will also have access to the Dynamic Reports Generator on Gallup Online. This functionality allows key district staff to create custom reports with the districts data.

Executive Briefing

- Gallup will provide Howard County Public School System with one executive presentation. A senior Gallup consultant will deliver the approximately two-hour presentation to district leadership.
- Gallup will be responsible for development of the presentation content and conducting the presentation. Gallup and Howard County Public School System will jointly select the executives who are to attend the briefing.

- Howard County Public School System will be responsible for orchestrating presentation time, making travel arrangements for Howard County Public School System personnel, securing facilities at which to hold the executive presentation, and extending invitations to attendees.

Q¹² Training

- Gallup will provide Howard County Public School System with one day of on-site consulting from a Gallup Education Consultant to provide principals and managers with information on interpreting results, creating effective action planning and best practices review.
- Gallup will box and ship all training materials in bulk to one drop shipment point within Howard County Public School System .
- The consulting will enable managers/leaders to conduct feedback and action planning sessions with their direct reports or equip district trainers to conduct feedback and action planning sessions with managers/leaders.

Performance Outcomes Analysis

- A senior Gallup analyst will conduct up to two meetings with the appropriate staff at Howard County Public School System to discuss a performance outcomes analysis and the data required to conduct the analysis.
- It is Howard County Public School System's responsibility to provide Gallup with the most appropriate performance data that is available. Howard County Public School System understands that the better the available data meets the analytical prerequisites, the better Gallup is able to analyze the relationship between Q¹² and performance metrics.
- Gallup is responsible for analyzing the statistical relationship between Q¹² and other performance metrics. Gallup will provide information on the analysis findings in the Executive Briefing if the timeline permits.

Staffing Responsibilities

- The success of Howard County Public School System's Educational Engagement program will require a commitment of the right mix of district personnel to the engagement. The Howard County Public School System team will consist of personnel who can adequately perform the following functions:

District Facilitator – is responsible for final decisions regarding reports and training.

Communications – coordinates all publicity and promotion to ensure a high response rate. This person will also help communicate the results of the survey on an organization-wide level.

Personnel – has knowledge of district personnel and is experienced with Microsoft Excel® to develop a master list of employees or managers for the Q¹² survey and rollup reporting process. This individual will be responsible for the content of the final rollup list, which is to be entered or

downloaded at Gallup Online, and approved by both Howard County Public School System and Gallup, before the Q¹² survey can be put into the field.

Timing

- The support and cooperation received from Howard County Public School System during the project will be crucial. Howard County Public School System representatives need to make themselves available to Gallup to provide support during crucial phases of the project. During these periods there are factors under the school district's control but not under Gallup's control that have the potential to adversely impact the project schedule. If this situation does occur, Gallup will document any and all such delays and work vigorously with the district's facilitator to establish new timelines and expectations.
- The project will start upon Gallup's receipt of a signed contract, and a project time line will be jointly planned. Sequencing and staging will be as follows:

PHASE	DURING WEEKS
Program Startup	1-3
<ul style="list-style-type: none"> • Strategic consulting • Process consulting 	
Survey Set-Up	2-6
<ul style="list-style-type: none"> • Gallup Online set up • Organizational structure online 	
Data Collection	7-8
<ul style="list-style-type: none"> • Web only 	
Analysis and Web Reporting	9-12
<ul style="list-style-type: none"> • Data analysis • Q¹² Results Posted at Gallup Online 	
Executive Presentation	13
<ul style="list-style-type: none"> • Group presentation on site 	
Q12 Training	13
<ul style="list-style-type: none"> • Reports available online for every manager • Gallup Consultant provides principal and manager training 	

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.