

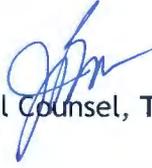
Board Office Use: Legislative File Info.	
File ID Number	12-2713
Introduction Date	10-24-12
Enactment Number	12-2659
Enactment Date	10/24/12



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To: Board of Education 

From: Jacqueline Minor, General Counsel, Troy Christmas, Director, LMER

Meeting Date: October 24, 2012

Subject: **Agreement between the District and Working Advantage**

Action Requested: Approval of Agreement between the District and Working Advantage dated September 26, 2012.

Summary: Working Advantage is a vendor that provides services for free to employees and the District. They get commissions from the businesses that use their services as marketing. These services are provided to corporations nationwide. As part of some of the foundational work for this year, LMER is spearheading the offering of employee discounts on numerous items including movie tickets, amusement tickets, hotels, zoos and aquariums, sporting events, museums and many other goods and services. Attached is the enrollment form and agreement.

Recommendation: Approval of Agreement between the District and Working Advantage dated September 26, 2012.

Fiscal Impact: None.

Attachment: - Working Advantage Enrollment Form and Agreement

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By: _____



enrollment agreement

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Terms and Conditions

Working Advantage, LLC ("WA") agrees to provide discount entertainment and recreation ticket services to the employees (the "Members") of the company named below (the "Company"). The Company attests that it employs at least the minimum enrollment requirement of 35 employees. Members will have access to discounts on a variety of recreational ticket products for vendors such as movie theaters, theme parks, ski resorts, Broadway theatre and other family events. Orders will be placed directly by Members by phone, fax, mail or online.

During the Term of this agreement, there will be no charge for the Company to receive services from WA. The term of this Agreement (the "Term") shall be for one year from the date set forth below, unless terminated as provided herein. Upon expiration of the initial Term, this Agreement will automatically renew for additional one year periods, unless terminated as permitted hereunder. Either party has the right to terminate this Agreement by providing 60 days written notice to the other party at any time.

The Company agrees to promote the WA program to all Members by distributing order forms and/or flyers, sending Company-wide email messages and/or posting information on a Company intranet. Any external promotional materials and/or communication pieces that are used to promote WA or WA Vendor Participants to Company Members that may be seen by the general public must be submitted to WA for approval prior to distribution and should not contain a member ID number. Logos may not be used without prior approval and consent.

WA will provide a unique Member ID number to be used exclusively for Member registration, ordering and tracking purposes. The Company agrees not to knowingly provide coupon codes or links for WA shopping partner vendors to Members in such a way that would make the codes or links available to any individual other than Company Members. The Company shall make best efforts to ensure that Members maintain the confidentiality and security of the Member ID number.

The Company shall indemnify and hold harmless WA and its shareholders, officers, directors, employees, affiliates, franchisees, successors and assigns from and against any and all third party claims, losses, liabilities, damages, costs or expenses whatsoever (including, without limitation, actual attorneys' and accountants' fees) to the extent arising from the breach by the Company or any of its employees, directors, agents, or affiliates of any of its obligations, covenants, warranties or representations hereunder.

Except as specifically set forth in this agreement, WA makes no warranties, representations or guarantees of any kind of nature, whether express, implied or statutory, including warranties of merchantability and fitness for a particular purpose, with respect to the services to be provided hereunder all of which warranties, representation and guarantees WA hereby expressly disclaims.

In no event will WA be liable for consequential, incidental, exemplary, special or punitive loss, damage or expense or lost profits, even if it has been advised of their possible existence.

WA's liability under this Agreement for direct, indirect, special, incidental and/or consequential damages of any kind, including, without limitation, restitution, will not, in any event, exceed the aggregate sum of \$100. The provisions of this Agreement allocate risks between the Company and WA. WA's pricing reflects this allocation of risks and WA would not be able to offer such pricing to the Company but for this allocation of risk.

The parties acknowledge that they are independent contractors with respect to each other and that this Agreement does not create any partnership or joint venture between the parties. This Agreement may be amended by WA upon 60 days prior written notice to the Company. This Agreement may not be assigned by the Company without the prior written consent of WA.

Each party agrees not to disclose to any person or entity, either during the Term of this Agreement or at any time thereafter, any confidential or proprietary information of the other party, except where such disclosure is to carry out the intent or purposes of this Agreement, or any amendment or permitted assignment thereof.

This Agreement and the legal relationships between the parties shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The federal and state courts of Massachusetts shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement, and each party expressly consents to (a) the personal jurisdiction of the state and federal courts of Massachusetts; and (b) service of process being effected upon such party by certified mail, recognized overnight delivery with signature required upon receipt, or any other means provided by law.

Your signature below confirms that you have the authority to make decisions regarding the Company's benefit programs and that you understand and agree to the above terms and conditions.

Signature

Troy Christmas

Printed Name

Troy Christmas

Company

Oakland Unified School District

Title

Director, Labor Management & Employee Relations

Date

September 26, 2012

OAKLAND UNIFIED SCHOOL DISTRICT

Office of General Counsel

APPROVED FOR FORMAL SUBSTANCE

[Signature]
Attorney at Law

Marc Pessolano, Acct. Development/Acct. Management

Working Advantage, LLC • 33 Nagog Park, Suite 100 • Acton, MA 01720 • (800) 565-3712 toll-free • (978) 266-0415

[Signature]
Marc Pessolano
Working Advantage



LEGISLATIVE FILE
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enrollment agreement

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Thank you for choosing Working Advantage.
 To complete your application, please complete this form and
 fax to: 978-266-0415, attn: Marc Pessolano , or e-mail to
 mpessolano@workingadvantage.com.

COMPANY INFORMATION

Company Name Oakland Unified School District
 Mailing Address 1025 2nd Avenue
 City Oakland
 State CA Zip 94606
 Main Phone 510-273-0413
 Number of employees/ members _____

PRIMARY CONTACT

Contact Name Troy Christmas
 Email Troy.Christmas@ous.k12.ca.us
 Phone 510-273-0413 Ext. _____
 Fax 510-273-0495
 Address (if different) _____
 City _____
 State _____ Zip _____

ALTERNATE CONTACT

Name Debra King-Cooper
 Title Administrative Assistant
 Email Debra.King-Cooper@ousd.k12.ca.us
 Phone 510-273-0413 Ext. _____

IT CONTACT / HELP DESK

Name _____
 Title _____
 Email _____
 Phone _____ Ext. _____

How do you plan to inform your employees/members of the Working Advantage discount program?

- company intranet
- email / e-newsletter
- mail / paycheck stuffer
- new hires' package
- printed newsletter
- desk drop off
- bulletin board postings
- other _____

Does your company currently offer any other discount programs?

- Y N *If yes, what program(s) do you offer?*

Does your company currently offer any employee recognition, incentive or reward programs?

- Y N *If yes, what program(s) do you offer?*

Employee Bi-Annual Ceremony

Which additional features or services would benefit your company?

- co-branded landing page
- corporate gift purchasing
- fully customized website
- other
- recognition / reward program
- employee gifts / incentives

To ensure newsletters, order confirmations and other emails are received, please white-list the domain "workingadvantage.com" and add the following email addresses to your safe list:

- memberservices@workingadvantage.com
- updates@workingadvantage.com
- workingadvantage@workingadvantage.com
- customerservice@workingadvantage.com

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By: *Jody London*
Jody London, President
Board of Education

Date: 10/25/12

By: *Edgar Rakestraw, Jr.*
Edgar Rakestraw, Jr., Secretary
Board of Education

Date: 10/25/12