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Enactment Number 16-0270

Enactment Date 2-24-16 *lf*OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Every Student.

Memo

To Board of Education
From Yana Smith, Chief, Organizational Effectiveness
Board Meeting Date February 24, 2016
Subject

Action Requested **Ratification of Agreement with Great Place to Work Institute, Inc**

Background and Discussion Ratification by the Board of the Agreement between the District and Great Place to Work Institute, Inc., a California corporation to develop and undertake an employee survey of District employees and compile the results. for an amount not to exceed \$50,000 for the term of.

The term of the agreement is one year with four one year extensions \ The cost will not exceed \$50,000.

Recommendation **Ratification of Agreement with Great Place to Work Institute, Inc**

Fiscal Impact Funding resource name: General Purpose

Attachments

- Agreement

MASTER SERVICES AGREEMENT

This **MASTER SERVICES AGREEMENT** (this “**Agreement**”) is made and entered into as of **February 2, 2016** (the “**Effective Date**”) by and between Great Place to Work Institute, Inc., a corporation organized under the laws of the State of California (“**Great Place**”), and **Oakland Unified School District**, a public, governmental entity under the laws of the State of California (“**District**”). Great Place and District are each a “**Party**” and, collectively, the “**Parties**” to this Agreement.

WHEREAS, Great Place provides consulting services, including workplace assessments, to assist companies and organizations in evaluating and improving their workplaces; and

WHEREAS, District wishes to engage Great Place to perform the Services (defined below) pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and for other good and valuable consideration, the Parties hereto agree as follows:

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

Capitalized terms not defined in this Section 1 have the meaning ascribed to them where used in the Agreement.

1.1 “**Affiliate**” means Great Place wholly-owned and majority-owned subsidiaries and Great Place to Work Institute, Inc. entities with no ownership interest by Great Place.

1.2 “**Aggregate Data**” means (a) the District-specific information, data, and content contained in any report(s) delivered by Great Place to District pursuant to this Agreement; and (b) any other aggregated data that is derived from the Raw Data and that is delivered by Great Place to District pursuant to this Agreement. For the avoidance of doubt, Aggregate Data does not include any Raw Data or District Data.

1.3 “**Agreement**” means this Master Services Agreement, including these General Terms and Conditions, followed by Exhibit A (Statement of Work), all as the foregoing may be added to or amended by the Parties from time to time in accordance with Sections 2.2 and 13.6.

1.4 “**Assessment**” means any assessment conducted by Great Place as part of the Services pursuant to which Great Place uses its tools and methodologies to assess and measure work place culture (including, but not limited to, use of Trust Index Survey, Culture Audit, Trust Model and Methodology).

1.5 “**District Data**” means District’s proprietary data and information that District provides to Great Place so that Great Place may, as part of the Services, conduct an Assessment (e.g., demographic and corporate information necessary to distribute the Survey to participants (such as email address, employee ID, and other personally identifying information) and the data provided by District to Great Place for the Culture Audit). For the avoidance of doubt, District Data does not include either Aggregate Data or Raw Data.

1.6 “**Data**” means the Raw Data and the Aggregate Data.

1.7 “**Fees**” means the fees to be paid by District to Great Place as set forth in this Agreement, including in the applicable Statement(s) of Work.

1.8 **“Great Place Intellectual Property”** means (a) all copyrightable works owned by Great Place (including without limitation books, articles, brochures, Surveys, Trust Index Surveys, Culture Audits, Trust Model and Methodology, the form and structure of reports, and other materials, tools and methodologies), whether or not the copyrights in such works have been registered in the U.S. or any other jurisdiction; (b) all confidential information and material belonging to Great Place; (c) all Great Place names, service marks, icons, and logos; (d) all Great Place Materials; (e) the Data; (f) the Services; and (g) the Software.

1.9 **“Great Place Materials”** means all techniques, algorithms and methods or rights thereto owned by, or licensed to, Great Place during the term of this Agreement and employed by Great Place in connection with the Services provided to District.

1.10 **“Initial Term”** has the meaning set forth in Section 10.1.

1.11 **“Intellectual Property Rights”** means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, moral rights, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.12 **“Late Payments”** has the meaning set forth in Section 4.2

1.13 **“List”** has the meaning set forth in Section 9.1.

1.14 **“Personal Information”** has the meaning set forth in Section 8.2.

1.15 **“Pre-existing IPR”** has the meaning set forth in Section 6.1.

1.16 **“Raw Data”** means the confidential and anonymous responses received by Great Place from District and District’s employees in connection with, among other things, the Trust Index Survey(s) and/or Culture Audit(s), focus groups, and one-to-one interviews administered by Great Place pursuant to this Agreement. For the avoidance of doubt, Raw Data does not include any Aggregate Data or District Data.

1.17 **“Software”** means any software owned or licensed by Great Place and used by Great Place to provide the Services.

1.18 **“Sensitive Personal Information”** has the meaning set forth in Section 8.4.

1.19 **“Services”** means the services that Great Place will perform for District as described in the applicable Statement(s) of Work.

1.20 **“Statement of Work”** means the statement of work set forth in Exhibit A hereto or any other statements of work under this Agreement entered into by the Parties pursuant to Section 2.2.

1.21 **“Survey”** means the web- or paper-based District employee engagement survey consisting of Great Place’s standard survey questions and additional questions as requested by District.

1.22 **“Term”** has the meaning set forth in Section 10.1.

2. SERVICES

2.1 In consideration of District’s payment to Great Place of the Fees, Great Place will perform the Services pursuant to the terms of this Agreement.

2.2 Subject to Section 13.6, the Parties may modify the existing scope of Services by (a) amending an existing Statement of Work (including with respect to additional Fees); or (b) executing additional Statement(s) of Work.

2.3 Should District purchase Services from a Great Place Affiliate that fall outside the Services pursuant to the terms of this Agreement, local agreement terms would apply.

3. DISTRICT OBLIGATIONS

3.1 Cooperation and Assistance. As a condition to Great Place's performance hereunder, District will at all times: (a) provide Great Place with good faith cooperation and access to such information, facilities, and equipment as may be reasonably required by Great Place in order to provide the Services, including, but not limited to, providing District Data; (b) provide such personnel assistance, as may be reasonably requested by Great Place from time to time; and (c) comply with its obligations under this Agreement.

3.2 Telecommunications and Internet Services. District acknowledges and agrees that District's and District's users' use of the Assessment portion of the Services is dependent upon access to telecommunications and Internet services. District and District's users will be solely responsible for acquiring and maintaining all telecommunications and Internet services and other hardware and software required to access and use the Assessment portion of the Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing.

3.3 Paper Survey Option for Assessment Portion. District acknowledges and agrees that District's and District's users' use of the Assessment portion of the Services may be administered via paper Surveys in addition to via the telecommunications and Internet services. Great Place will be responsible for facilitating paper Survey design and distribution. District and District's users will be responsible for all costs, fees, expenses, and taxes of any kind related to the foregoing.

4. FEES

4.1 Fees. In consideration for Great Place performing the Services, District will pay to Great Place the Fees in the amounts and in accordance with the terms set forth in the Statement of Work.

4.2 Invoices and Payment.

(a) District will pay to Great Place the full amount of Fees set forth in an invoice within forty-five (45) days of the invoice date. Great Place reserves the right to cease performance of the Services to District if payments are not made on time in accordance with the requirements of this Section 4.2 and the applicable terms of the Statement of Work ("**Late Payments**"). Late Payments will incur an additional interest charge as provided in California Government Code Section 927.6 [a penalty at a rate of 10 percent above the United States Prime Rate on June 30 of the prior fiscal year].

(a)

(b) Great Place will email invoices to the primary District contact specified in the Statement of Work. Further invoice requirements with respect to payment due dates are specified in the Statement of Work. Payment remittance options will be set forth in the invoice and will include payment by check or wire, or payment online.

4.3 Rush Fees. All Services will start no earlier than two (2) weeks after the Agreement (or applicable Statement of Work) is executed by both Parties. Any requests by District for Great Place to commence the Services that are not submitted within the agreed-upon timeline that will be discussed, confirmed, and agreed upon by the Parties in the project kick-off meeting and involve any form of "rush" work as determined by Great Place or its vendors, may be subject to a rush fee payable by District, which will be subject to the invoice and payment terms set forth in Section 4.2 above. Great Place reserves the right to determine whether to perform rush work or delay the timeline due to the nature of the rush work required. Rush fees start at four-hundred and fifty dollars (\$450) an hour.

4.4 Project Postponement. The confirmed timelines for the Services will be sent to District a maximum of two (2) weeks after the applicable kick-off meeting with respect to the Services. If District postpones Services (or any portion thereof) or puts the Services (or any portion thereof) on hold for longer than six (6) weeks from the agreed upon timeline, a fixed fee of five thousand dollars (\$5,000) will be payable by District and will be subject to the invoice and payment terms of Section 4.2 above.

4.5 Termination / Cancellation Fee. If at any time prior to completion of the Services, District wishes to terminate the Services, Great Place requires thirty (30) days prior written notification. A cancellation fee will be payable by the District as detailed in the Statement of Work. Any cancellation fee will be subject to the invoice and payment terms set forth in Section 4.2 above.

4.6 Credits for Future Services. If at any time Great Place issues a credit for future services to District, District must use the credits within twelve (12) months of the credit being issued.

5. OWNERSHIP AND USE OF DATA

5.1 District Data.

(a) As between Great Place and District, the District Data, and all Intellectual Property Rights therein or relating thereto, are and will remain the exclusive property of District or its licensors.

(b) Great Place will use District Data solely to perform the Services and in a manner that is compatible with the purposes for which such District Data is furnished to Great Place or subsequently authorized to be used, and Great Place will ensure that any Personal Information included in District Data is properly maintained and protected in accordance with Section 8.

5.2 Aggregate Data and Raw Data.

(a) As between Great Place and District, the Raw Data and the Aggregate Data, and all Intellectual Property Rights therein or relating thereto, are and will remain the exclusive property of Great Place except as provided in Section 5.2(b) below.

(b) The Raw Data will not be provided to District by Great Place in order to protect the confidentiality of District respondents. District may use Aggregate Data solely as described in Section 6.3. In the event District enters into an agreement with another vendor to conduct work place assessments or anonymous employee surveys, Great Place agrees to work with the new vendor to facilitate the transfer of the Raw Data to the new vendor in such a way to protect the confidentiality of District respondents. In the event the District requests that Raw Data be transferred to a new vendor, Great Place and said vendor shall enter into a Third Party Agreement providing for the terms and conditions of said transfer, and the Parties to this Agreement shall enter into an Addendum authorizing the transfer to the new vendor. Under no circumstances will the Raw Data be provided to the District.

(c) Great Place intends to use the Aggregate Data solely for the internal purposes of Great Place, including without limitation for benchmarking, creation of best practices and other R&D purposes. Great Place will not share non-anonymous, District-specific information about District's results with any third parties without first notifying District (i.e., the Data is not intended to be associated with District or any individual District employee). The foregoing sentence will not apply in connection with the Best Companies to Work For List and the applicable terms set forth in Section 9.

(d) To protect the confidentiality of District respondents, (a) Great Place recommends reporting Assessment results only for those District demographic groups (departments, demographic groups, etc.) in which ten (10) or more people responded to the Assessment; and (b) Great Place will not report on Assessment results in which fewer than five (5) people in a District demographic group have responded.

(e) Great Place will capture, upload, and combine paper Surveys with web Survey data when applicable. Great Place will keep hard copies of any paper Surveys for three (3) months from the Survey closure date.

6. TREATMENT OF INTELLECTUAL PROPERTY

6.1 Notwithstanding any provision of this Agreement to the contrary, (a) all Intellectual Property Rights belonging to a Party, sub-contractor or third party prior to the Effective Date, or created other than in connection with Great Place's provision of the Services ("**Pre-existing IPR**") will remain with, and vested in, that Party, sub-contractor or third party (as applicable) and will not be assigned hereunder, and (b) all Intellectual Property Rights in all enhancements and modifications to, or derivative works of, any Pre-existing IPR made by either Party will be with, and vest in, the owner of the relevant Pre-existing IPR.

6.2 As between Great Place and District, the Great Place Intellectual Property, and all Intellectual Property Rights therein or relating thereto (except for limited rights granted to District and District's users herein), are and will remain the exclusive property of Great Place or its licensors. District is not acquiring any rights to any Great Place Intellectual Property. Any use of Great Place Intellectual Property other than as expressly described in this Agreement requires prior written approval from Great Place.

6.3 Except as provided in Section 5.2(b), without Great Place's prior written approval, which may be withheld in Great Place's sole discretion, District will not use or re-use any Great Place Intellectual Property in any manner other than pursuant to its receipt of the Services during the Term (including in any surveying conducted either in-house or with another vendor outside of the scope of this Agreement). Except as provided in Section 5.2(b), reports provided by Great Place to District may be distributed internally by District, but any external distribution requires prior written approval from Great Place which will not be unreasonably withheld.

6.4 District will not infringe or misappropriate the Intellectual Property Rights of Great Place or of any third party in the course of performing its obligations under this Agreement.

6.5 District acknowledges and agrees that Great Place Intellectual Property is the valuable property of Great Place. District will safeguard and protect Great Place Intellectual Property that it receives. District will not alter or modify, or permit others to alter or modify Great Place Intellectual Property without the prior written approval of Great Place. As examples only, and in no way as any limitation of this provision, no text may be revised nor may any mark or logo be altered, distorted or modified in any way.

6.6 In the event District becomes aware of any infringement or unauthorized use of Great Place Intellectual Property by District, its personnel or by any third party, District will immediately notify Great

Place of such infringement or unauthorized use. If such infringement or unauthorized use is by District or its personnel, District immediately will cease such infringement or unauthorized use; if such infringement or unauthorized use is by a third party, District will cooperate with Great Place in causing the third party to cease such infringement or unauthorized use.

7. CONFIDENTIALITY

7.1 All information provided by District to Great Place or otherwise obtained by Great Place as a receiving Party relating to the business or operations of District or its clients or any person, firm, District or organization associated with District, will be treated by Great Place as confidential, and Great Place will not disclose the same to third parties without the prior written consent of District. The Parties acknowledge and agree that the confidential information of District does not include the Raw Data and the Aggregate Data, which will be confidential information of Great Place.

7.2 In the event that District as a receiving Party has access to any confidential information and/or material belonging to Great Place (including Great Place Intellectual Property), whether such access is intended or inadvertent, then District will treat such information and/or material as confidential and will not disclose such information and/or material to third parties without the prior written consent of Great Place.

7.3 The confidentiality provisions set forth herein will not apply to confidential information which (a) is in or enters the public domain other than by acts or omissions of the receiving Party, (b) is obtained by the receiving Party from a third party who obtained it lawfully without obligation of confidentiality, (c) is or has been independently generated by the receiving Party as evidenced in written documents, or (d) is properly disclosed by the receiving Party pursuant to a statutory obligation, the order of a court of competent jurisdiction or that of a competent regulated body that requires the disclosure of confidential information or material belonging to the other Party, provided that the receiving Party will before disclosure notify the other Party, unless such notice is prohibited, so that steps may be taken to attempt to quash or limit any disclosure.

7.4 The foregoing obligations as to confidentiality will apply retrospectively, from the point of first contact between District and Great Place regarding the Services, and will remain in full force and effect notwithstanding any termination of this Agreement.

8. DATA PROTECTION

8.1 Great Place will use commercially reasonable efforts consistent with industry standards to collect, transmit, store, protect and maintain the Data and District Data obtained through the Services.

8.2 “**Personal Information**” means any personal information about an individual, whether in paper, electronic or other form, received by Great Place from District in connection with Great Place’s performance of its obligations under this Agreement. Personal Information includes but is not limited to a person’s name, address, contact information, e-mail address, IP address, employee identification number, consumer preferences, marital status, salary, occupation, demographic information, image, information provided by the individual in connection with its relationship with District and the fact that individual has a relationship with District. For purposes of this Agreement, Personal Information excludes nonpublic personal information provided by an individual directly to Great Place so long as Great Place was not collecting such information on behalf of District or in furtherance of completing transactions as required pursuant to this Agreement.

8.3 In connection with the Services, Great Place may receive, process and store Personal Information in the United States or other jurisdictions. Personal Information received by Great Place will be

protected by Great Place as described in Section 8.1 above. District will take all steps necessary to ensure that the transfer to, processing by and storage by Great Place of Personal Information complies with District's privacy policies and the laws and regulations affecting District. In the event that consent of any individual is required to be obtained before transfer of Personal Information to Great Place, District is responsible for obtaining free and voluntary consent of any affected individual.

8.4 **"Sensitive Personal Information"** means an individual's name together with a Social Security Number, financial account number, driver's license or state-issued identification number, health or medical information, passport number, date of birth, mother's maiden name, or biometrics.

8.5 District agrees that District will not under any circumstances provide or make available to Great Place any Sensitive Personal Information. If District provides information containing Sensitive Personal Information, Great Place may return such information and request that District strip out any Sensitive Personal Information.

9. FORTUNE MAGAZINE LIST ENTRY

9.1 If eligible, District may request to be entered as an applicant for the Best Companies to Work For® list (the "**List**") published by FORTUNE Magazine. Applications for inclusion on the List are evaluated using the results from Great Place to Work's Trust Index Survey(s) and Culture Audit(s). District's application to be included on the List will not limit whatsoever the confidentiality and data protection terms set forth in this Agreement. If District is selected for inclusion on the List, District's name will be published on the List and the terms below will apply. If District is not selected for inclusion on the List, Great Place will treat as confidential the fact that that District applied to be included on the List but was not selected.

9.2 Sharing of Best Practices and Data in Connection with the List. Notwithstanding any terms of this Agreement regarding confidentiality and/or data protection, if District is selected for inclusion on the List, Great Place may share with its media and research partners, and/or with other third parties, the best practices and/or other selected Data regarding District, but only such practices and/or Data that portray District in a positive light (i.e., Great Place will not share any practices and/or Data that is unrelated to District's inclusion on the List or portrays District in a negative light). Great Place may publish reports containing aggregate results of multiple companies included on the List, provided the published information contains five (5) or more companies' combined results. Great Place may publish reports or books, citing examples of District's best practices submitted through the List selection process.

10. TERM AND TERMINATION

10.1 Term. This Agreement will commence on the Effective Date and will continue for the later period of (a) one (1) year thereafter, (the "**Initial Term**"), or (b) the last to expire of all Statements of Work, unless terminated earlier as provided in this Agreement. This Agreement may be extended for four additional one year terms at the option of the Parties. The Initial Term and any renewal periods are collectively, (the "**Term**").

10.2 Termination for Cause. Either Party may terminate this Agreement upon written notice if the other Party materially breaches this Agreement and fails to correct the breach within thirty (30) days following written notice specifying the breach; provided that the cure period for any default with respect to District's payment of Fees will be five (5) business days.

10.3 Termination for Convenience. District may, at any time for any reason, terminate this Agreement by giving Great Place thirty (30) days' advance written notice of the termination. In the event District terminates for convenience pursuant to the foregoing, the terms of Section 4.5 above will apply.

10.4 Rights and Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, District's and District's users' right to access and use the Services (and any Great Place Intellectual Property) will immediately terminate, District and its users will immediately cease all use of the Services (and any Great Place Intellectual Property), and each Party will return and make no further use of any confidential information, materials, or other items (and all copies thereof) belonging to the other Party no later than ten (10) days after the effective date of the expiration or termination of this Agreement.

10.5 Survival. The rights and obligations of Great Place and District contained in Sections 4 (Fees), 5 (Ownership), 6 (Intellectual Property), 7 (Confidentiality), 8 (Data Protection), 9 (Fortune Magazine List Entry), 11 (Indemnification), 12 (Limitation of Liability), and 13 (General) will survive any expiration or termination of this Agreement.

11. INDEMNIFICATION

11.1 Great Place will release, defend, hold harmless and indemnify District from and against any and all third party claims, demands, causes of action, losses, damages, liabilities, costs and expenses, including reasonable attorneys' fees and costs, arising out of, resulting from or pertaining to (a) any negligent or wrongful act or omission of, or violation of law by, Great Place, or any of its employees, officers, directors, representatives or affiliates; or (b) a breach of any warranty or agreement made by Great Place herein.

11.2 District will release, defend, hold harmless and indemnify Great Place and its employees, officers, directors, shareholders, agents, representatives, successors and assigns, from and against any and all third party claims, demands, causes of action, losses, liabilities, damages, costs and expenses, including reasonable attorneys' fees and costs, arising out of, resulting from or pertaining to (a) any negligent or wrongful act or omission of, or violation of law by, District or any of its employees, officers, directors, or representatives; or (b) a breach of any warranty or agreement made by District herein.

11.3 The indemnified Party will promptly notify the indemnifying Party of any claim subject to indemnification, tender to the indemnifying Party control over the defense and settlement of the claim, and render reasonable assistance to the indemnifying Party with respect to such defense and settlement.

12. LIMITATION OF LIABILITY

12.1 If District should become entitled to claim damages from Great Place for any reason in connection with this Agreement (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim), except in the event of fraud, gross negligence, breach of Great Place data protection caused by gross negligence, or wilful misconduct, Great Place will be liable only for the amount of District's actual direct damages up to the amount that District paid Great Place for the Services that are the subject of the claim. Except in the event of fraud, gross negligence, breach of Great Place data protection caused by gross negligence or wilful misconduct, Great Place's aggregate liability to District for all claims arising under or relating to this Agreement shall not exceed the amount of twelve (12) months' worth of Fees paid by District to Great Place under this Agreement. Except in the event of fraud, gross negligence, breach of Great Place data protection caused by gross negligence, or wilful misconduct, these limits are the maximum liability for which Great Place is responsible.

12.2 In no event will Great Place be liable for: (a) any damages arising out of or related to the failure of District or its affiliates or personnel to perform their responsibilities; and/or (b) any lost profits, loss of business, loss of data, loss of use, lost savings or other consequential, special, incidental, indirect, exemplary or punitive damages, even if either Party has been advised of the possibility of such damages. Great Place will not be held responsible if it either delays performance or fails to perform under this Agreement as a result of any cause beyond its reasonable control.

13. GENERAL

13.1 Waiver. It is understood and agreed that no failure or delay by either Party in exercising any right, power or privilege hereunder in any one or more instances or to insist on strict compliance with the performance of this Agreement or to take advantage of any respective rights will operate as a waiver thereof or the relinquishment of such rights in other instances but the same will continue and remain in full force and effect nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege hereunder.

13.2 Assignment. This Agreement may not be voluntarily or by operation of law assigned or transferred in whole or part, or in any other manner transferred by Great Place without the prior written consent of District, but Great Place may use subcontractors in assisting Great Place in providing the Services. Any attempt to assign or transfer this Agreement other than in conformance with this Section will be of no effect and considered null and void.

13.3 Independent Contractor.

(a) Great Place is an independent contractor and nothing herein will be construed to the contrary. Great Place will not assume or create any obligations or responsibilities express or implied, on behalf of or in the name of District, or bind District in any manner or thing whatsoever without District's written consent. Great Place will use Great Place's own tools and instruments in providing the Services. Great Place will supply all necessary labor to render Services under this Agreement and may use subcontractors in doing so. Great Place will be solely responsible for the direction and control of Great Place's agents, employees, representatives and subcontractors, including decisions regarding hiring, firing, supervision, assignment and the setting of wages and working conditions. District will neither have nor exercise disciplinary control or authority over Great Place or Great Place's agents, employees, representatives or subcontractors.

(b) No agent, employee, representative or subcontractor of Great Place will be or be deemed to be the employee, agent, representative or subcontractor of District. None of the employer-paid benefits provided by District to its own employees, including but not limited to workers' compensation insurance and unemployment insurance, are available from District to Great Place or to Great Place's employees, agents, representatives or subcontractors. Great Place agrees to provide workers' compensation insurance for any person utilized by Great Place to perform services under this Agreement and to pay all applicable social security taxes, unemployment compensation taxes, income taxes and other employer taxes and contributions required by any federal, state or local law with respect to Great Place or to persons utilized by Great Place to perform services under this Agreement.

13.4 Governing Law; Venue. This Agreement will be governed by the laws of the State of California, without regard to any portion of its choice of law principles (whether those of California or any other jurisdiction) that might provide for application of a different jurisdiction's law. For all litigation which may arise with respect this Agreement, the parties irrevocably and unconditionally submit (i) to the exclusive jurisdiction and venue (and waive any claim of forum non conveniens and any objections as to laying of venue) of the United States District Court for the Northern District of California, or (ii) if such court does not

have jurisdiction, to the appropriate State court sitting in Alameda County, California, in connection with any action, suit or proceeding arising out of or relating to this Agreement and the subject matter of this Agreement, whether in contract, tort (including negligence), or any other form of action. THE PARTIES HEREBY UNCONDITIONALLY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT. Each Party will comply with all applicable federal, state and local statutes, laws, ordinances, regulations, rules, orders and codes in the performance of its obligations hereunder.

13.5 Severability. If any provision of this Agreement is deemed to be invalid or unenforceable by a court of competent jurisdiction, the same will be deemed severable from the remainder of this Agreement and the Parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each Party as close as possible to that under the provision rendered unenforceable. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Agreement, (ii) the balance of the Agreement will be interpreted as if such provision were so excluded and (iii) the balance of the Agreement will be enforceable in accordance with its terms.

13.6 Amendments. Once executed, this Agreement, and any attachments to this Agreement, may be modified only through the execution of a written instrument signed by the Parties.

13.7 Use of Names/Logo. District may request permission for the use of the Great Place to Work logo, and in doing so, should request to fill out and complete the "Use of Great Place to Work® Institute Materials Consent Agreement" (the "**Great Place Material Consent Form**"). District understands that it is subject to all rules and guidelines set forth in the Great Place Material Consent Form, which govern the usage of the Great Place to Work logo. Great Place may include District's name on a client list, unless notified otherwise.

13.8 Legal Fees. If any action at law or in equity is necessary to enforce or interpret this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such Party may be entitled.

13.9 Insurance. Great Place will provide, pay for, and maintain in full force and effect during the term of the Agreement the insurance outlined herein covering Great Place's activities, and anyone directly or indirectly engaged by Great Place. Great Place will carry workers' compensation insurance in the statutory amount and employer liability insurance, errors and omissions insurance for the Services rendered hereunder and general liability insurance with these individual policies being written on an occurrence basis with no contractual liability exclusion and in the amount of One Million (\$1,000,000) dollars per occurrence and Two Million (\$2,000,000) dollars in the aggregate during the Term of the Agreement.

13.10 Force Majeure. Neither Party will be liable, and its performance will be excused, for any delays resulting from circumstances or causes beyond its reasonable control, including without limitation, fire or other casualty, act of God, strike or labor dispute, war, sabotage, terrorism, acts of aggression or other violence provided such Party will have used its commercially reasonable efforts to mitigate its effects and has given prompt written notice to the other Party. The time for the performance will be extended for the period of delay or inability to perform due to such occurrences up to a period of thirty (30) business days at which time the Party unaffected by the Force Majeure event may immediately terminate this Agreement.

13.11 Successors and Assigns. This Agreement and all of the terms and conditions hereof will be binding upon and inure to the benefit of Great Place and District and their respective successors, transferees, permitted assignees or legal representatives. Any terms of this Agreement containing a reference to Great

Place or District will apply with equal effect to any such successor, permitted assignee, transferee or legal representative of the Party in question.

13.12 Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one document.

13.13 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

13.14 Disputes. If any dispute or disagreement arises between the Parties with respect to the interpretation of any provision of this Agreement, the performance of either Party under this Agreement, or any other matter that is in dispute between the Parties related to this Agreement, then, upon the written request of either Party, the Parties will meet for the purpose of resolving such dispute. The Parties agree to discuss the problem and negotiate in good faith without the necessity of any formal proceedings related thereto. By mutual agreement, the Parties may agree to non-binding mediation for such dispute. No legal proceedings for the resolution of such dispute may be commenced until either Party concludes in good faith and notifies the other Party in writing that an acceptable resolution through continued negotiation or mediation of the matter in issue does not appear likely. Upon such notification, either Party may commence legal proceedings. Notwithstanding the foregoing, Great Place will be free at any point to pursue injunctive relief if Great Place Intellectual Property is being violated by District or its affiliates.

13.15 Remedies. The rights and remedies herein provided will be cumulative and no one of them will be exclusive of any other and will be in addition to any other remedies available at law or in equity.

13.16 Order of Precedence. In the event of any conflict between or among the provisions contained in the Agreement, the following order of precedence will govern: (a) this Agreement, exclusive of its Exhibits and/or Statement of Works; and (b) Exhibits and/or Statement of Works to this Agreement.

13.17 No Third-Party Beneficiaries. This Agreement is intended for the sole and exclusive benefit of the signatories and is not intended to benefit any third party (other than as described in Section 11). Only the Parties to this Agreement may enforce it.

[Remainder of page intentionally blank.]

13.18 Entire Agreement. This Agreement constitutes the entire understanding between the Parties. All previous representations or undertakings, whether oral or in writing, are superseded by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the date and year first set forth above.

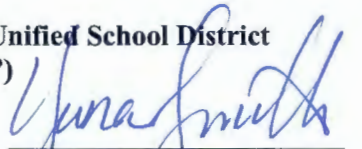
**Oakland Unified School District
("District")**

By:

Print Name:

Title:

Date:


Yvona Smith
Chief
2/24/16

**Great Place to Work Institute, Inc.
("Great Place")**

By:

Print Name:

Title:

Date:

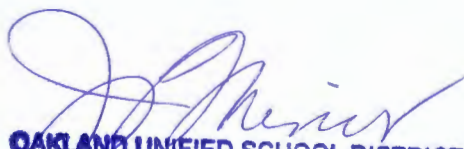

Maggie Green
Director, Client Solutions Operations
2/24/2016


President, Board of Education

2/25/16


Superintendent and Secretary, Board of Education

2/25/16


OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE

File ID Number: 16-0342

Introduction Date: 2-24-16

Enactment Number: 16-0270

Enactment Date: 2-24-16

By:

EXHIBIT A
STATEMENT OF WORK



Great Place to Work Institute, Inc.

January 22, 2016

Revised n/a

Statement of Work

Oakland Unified School District

This Statement of Work (OUSD_Great Place to Work_SOW_1.22.2016) is governed under the Master Services Agreement dated January 22, 2016 entered into between Great Place to Work Institute, Inc. ("Great Place") and Oakland Unified School District ("District"). Any changes to this Statement of Work may be done so through the execution of a written instrument.

The pricing quoted in this Statement of Work expires on March 21, 2016.

Contents

1. Overview of Great Place
2. District Specifications
3. Responsibilities of District and Great Place
4. Services
5. Fees and Payment Terms
6. Cancellation Policy
7. Signature

1. Overview of Great Place to Work® Institute

Leading authority on high-trust, high-performance workplace cultures.

We know, based on 30 years of work with thousands of companies and research drawn from over 10 million employee surveys that TRUST is the single most important ingredient that makes a great place to work. A great place to work is one in which you trust the people you work for, enjoy the people you work with, and have pride in what you do.

We use adaptable, customizable tools modeled on the dimensions of *Trust* found in great workplaces, to design tailored solutions for organizations that put people first and believe that people drive superior business performance. Our advisory service, best workplace benchmarks and leadership development programs, help companies build trust-based relationships to nurture a culture that fosters sustainable business success.

Great Place produces 38 great workplace lists in over 40 countries on six continents with 10 million employees. The FORTUNE 100, 50 Best Companies to Work For®, and industry lists are produced here in the United States. Our ongoing research validates that great workplaces are more successful businesses and provides us with the framework and expertise to help companies transform their workplace cultures.

2. District Specifications

| Topic | Information | Notes |
|-----------------------------------|---|--|
| Industry | Education | |
| Website | www.ousd.k12.ca.us | |
| # of Employees | Surveying up to 5000 employees | |
| Headquarters | 1000 Broadway, Room 680 Oakland, CA 94607 | |
| ALIGN Services | Executive Alignment Meeting | |
| | Partnership Kick-off | |
| ASSESS Services | Trust Index® Employee Survey | |
| Type of Survey | Online | (Paper at additional cost) |
| # of Survey windows | One (1) Survey window | Tentative Survey Date: 3/21/2016 |
| Languages Needed | English, Spanish, Traditional Chinese, Vietnamese | |
| # Employees outside of US | N/A | |
| Recognition Program Participation | Yes | Includes participation in the Fortune 100 Best Companies to Work For® List |
| Great Place to Work® Review | Yes – Certify Package | |

3. Responsibilities of District and Great Place

3.1. District's Responsibilities

- Allocate resources to answer technical and non-technical survey management questions (help desk) from employees during the survey process. A help desk script will be supplied by Great Place
- Distribute of all internal communications regarding the survey
- Complete the Culture Audit© or Culture Brief™ and submit to your Client Relationship Manager on or before the survey close date
- Assign a single point of contact to
 - ensure all necessary deliverables are returned to Great Place in accordance with the timeline
 - handle all questions internally regarding the survey
- Sign a logo and image usage agreement prior to using any logos, model images, etc.
- Provided survey scores have met the Great Place to Work® certification standard, you will receive a confirmation email with a link so you can edit and approve the pre-publication draft of your District's Great Place to Work® Review. After Certification and publishing your Review, you will be eligible for our all our Best Workplaces lists, subject to individual list eligibility requirements.
- Follow all Rules of Participation and Survey Communication Guidelines

3.2. Great Place's Responsibilities

- Provide a help desk script to resources allocated to answer technical and non-technical survey questions
- Distribute pre- and post-survey communications (survey invitation and two reminders)
- Provide access to the Culture Audit© or Culture Brief™ during partnership kick-off meeting

3.3. Great Place and District - Joint Responsibilities

- Notify each other of changes that could impact the agreed upon timeline/project. Dates for delivery and/or presentation will be re-negotiated if changes significantly impact the amount of time allocated to any one project phase

4. Services

The Statement of Work is based on our current understanding of District's needs and includes the services listed and summarized below. Other combinations of services are available and pricing for other options will be developed as requested.

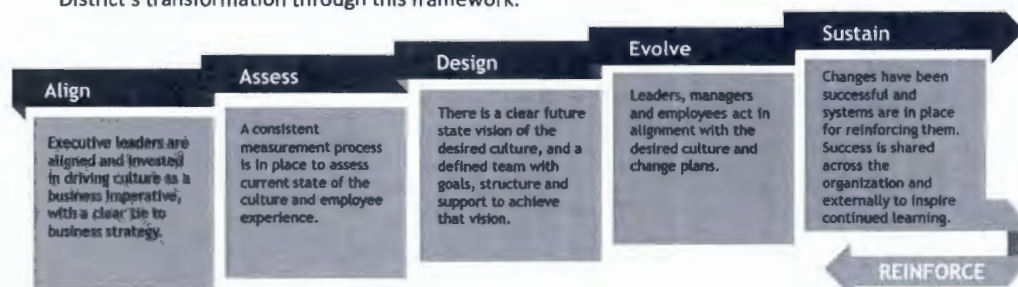
4.1. Summary of Services

| Phase | Product / Service | Price |
|--------|---|----------------------|
| Align | Executive Alignment Meeting (on-site) | Included |
| | Partnership Kick-off | Included |
| Assess | Data Collection <ul style="list-style-type: none"> Trust Index® Survey for up to 5,000 employees Certify Package: Certification & a Great Place to Work® Review | \$39,952 Included |
| | Presentation <ul style="list-style-type: none"> Trust Index® Survey Findings Presentation (on-site) | Included |
| | Reporting <ul style="list-style-type: none"> Overall Survey Results Report Verbatim Employee Comments Report Benchmarks: 100 Best, plus two (2) additional of choosing | Included |
| | | |

Total Investment \$39,952.00

4.2. Stages of Services

Just as trust is built step-by-step, so is a high-trust culture. Our culture experts can help your organization follow a proven path to build a unique, high-trust culture that fuels your business success. Each of the services we provide to your District are provided in consideration of your District's transformation through this framework.



4.3. Details of Services

I. ALIGN

The ALIGN stage addresses leaders' commitment to building a workplace where trust is a priority, and the tools available to inspire broad engagement to envisioning a great workplace along with addressing the critical step of ensuring that executives' priorities, commitment and behaviors are aligned. The desired culture must be seen as a business imperative, inseparable from the business strategy. Our ALIGN services ensure leaders have a shared understanding of the importance of a great workplace culture, are prepared for high-level milestones, and are equipped to role model and support the cultural behaviors.

a. Executive Alignment Meeting (Initial Year)

*Timed soon after partnership kickoff, Pre-survey (if survey included), On-site
Approximately 3-5 hours in length*

This session is designed to support executive leaders in aligning on the vision and business drivers for creating a great workplace. Leaders will review the relationship between culture and business results; begin to envision a unique, high-trust, desired culture and map the current state to that vision; self-reflect on the role their own leadership plays in employee perceptions; and determine the specific actions they will take as a team and as individual leaders to create the environment for meaningful and sustainable workplace change.

Session Objective: Align executive leaders on the vision and business drivers for creating a great workplace.

Session Details:

- Half-day interactive session for executive leaders
- Addresses definition and leaders' initial vision for unique, high-trust culture
- Introduces four levels of organizational change: individual, team, organization, and program/practice areas
- Attendees tie desired culture to current strategy, and assess gap between current and desired state

Session Outcomes:

Participants will...

- Achieve improved alignment regarding vision and business drivers for creating a great workplace
- Understand how culture enables business results
- Identify the role leaders will play in shaping and driving culture
- Uncover and address concerns
- Provide clarity around open questions
- Agree on next steps to further road map design

Format: This session is best conducted in person, with all participants present in the room. Virtual participation (and/or facilitation) is highly discouraged but acceptable in some situations; in this case video technology is recommended. The facilitator will utilize a PowerPoint presentation, and also may employ in-person facilitation techniques requiring flip charts and space to collectively

review physical materials (utilizing tables or walls.) Room setup should encourage group conversation; boardroom style is ideal for a group of 15 or smaller.

Audience: This session is designed for the executive leadership team (i.e., CEO and C-level team of the organization). In some cases, the session should also include business-unit leaders who influence and shape corporate culture, and senior HR leaders. The recommended audience is the full C-level team of the organization, attending in person.

We recommend discussing specifics with the Consultant to determine audience size and/or if multiple sessions may be preferable to achieve outcomes.

In addition, at least one pre-call prior to finalizing session design will be set up with the Consultant. It is recommended that both District's main point of contact (typically HR executive or senior leader) and CEO participate in design pre-call(s).

Length: 3-5 hours is recommended for this meeting. Where time is a challenge, the meeting can be shortened. However, shortening the length of the meeting can detract from important facilitated discussion and is not typically recommended (*in this case we recommend discussing specifics with the Consultant to determine if additional calls, meetings etc. may be preferable to achieve outcomes*).

Resources: The Great Place Consultant will prepare and facilitate the meeting.

Customization Capabilities/Limits/Pricing

The Executive Alignment Meeting will be customized to meet client needs in reaching the desired outcomes for this service. Customization options may include:

- Creating content specific to the client's business challenges or industry
- Including Best People Practices[®] or videos for industry-specific Best Companies
- Including a survey-related module for companies utilizing the Trust Index[®]
- Conducting meetings with individual executives, within the same business day and location (for example, pre-meeting discussion with CEO; debrief meeting with main point of contact)

Customization is limited to eight (8) hours of Consultant preparation, including pre-call(s), research and custom content creation. Additional scoping may be needed for:

- Extensive custom research or preparation (over 8 hours)
- Alignment meetings with additional groups or teams
- Conducting pre- or post-meeting interviews, meetings or focus groups (on days prior to and/or after the meeting)

Responsibilities (of District, of Great Place, of both)

District is responsible for:

- Coordinating District schedules for pre-call(s) and on-site session
- Providing meeting space and on-site equipment (projector for PowerPoint, flip charts and markers, any other on-site equipment planned in advance between District and Great Place)
- Collecting and providing information needed in advance of the session as discussed in pre-

- call(s) (such as business strategy or District branding collateral)
- Printing slides and/or handouts for attendees, if necessary
- Taking notes during the session and following up on internal action items

Great Place is responsible for:

- Making Consultant travel arrangements
- Preparing and facilitating on-site session
- Providing District with agenda and any files to be printed, reasonably prior to session (and communicating any on-site equipment and setup needs)
- Providing non-on-site equipment materials as needed (as planned in advance between District and Great Place)

District and **Great Place** mutual responsibilities:

- Communicating and coordinating mutually convenient times for calls and on-site sessions

b. Partnership Kick-off

On-site or teleconference; 1-2 hours, Project Team

A Partnership Kick-off meeting will be held via teleconference, or on-site upon District's request. The Kick-off will be approximately one to two hours and be led by the Client Relationship Manager with participation from the Client Solutions Manager, and Consultant. Attendees from District should include the day-to-day partnership contact, and other applicable team members. On the District's side, the following are encouraged to attend this Partnership Kick-Off:

- Project Leader
- Project team supporting this work
- Executive sponsors (if applicable)
- HRIS Analyst/Technical point of contact
- HR Team
- Communication Specialist
- Executive leaders connected to the work

The primary goals of the Partnership Kick-off are as follows:

- Establish District and Great Place partnership team goals and expectations
- Better understand District's perspective on the current and future workplace state goals
- Provide an introduction and begin working on survey design, data reporting, and additional consulting services
- Confirm the scope of the partnership and highlight key milestones
- Begin the discussion on how best to communicate the business impact of creating a great workplace across the organization to maximize employee involvement in the Trust Index® Survey; Great Place will share communication best practices
- Determine HR, Senior Leader and Departmental Manager roles in communicating pre- and post-survey

Partnership Kick-off Deliverables

- Project Timeline, including Critical Path milestones
- Project Plan/Survey Design template

- Communication toolkit
- Minimum Technical requirements checklist
- Demographic rollup structure guidelines and templates

II. ASSESS

Great Place's ASSESS services measure and benchmark your workplace culture with a variety of assessment tools. These tools provide a clear and accurate picture of how employees are experiencing the workplace culture and how the current culture is created and sustained through practices and behaviors. This is critical to setting the stage for positive change.

a. Data Collection

i. Trust Index® Employee Survey for up to 5,000 employees

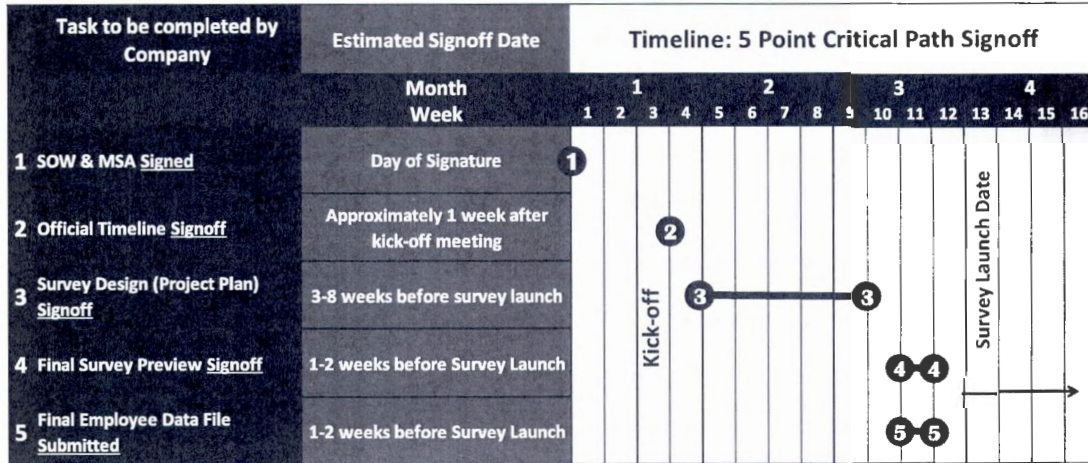
The Trust Index® Employee Survey is the starting point for all organizations invested in building a better workplace. Through the Trust Index® Employee Survey, Great Place to Work will measure the level of trust within your organization and work with you in a sustained and meaningful way to assess levels of trust year over year.

Signing off on five critical points is essential to the development and deployment of the survey. The Great Place Project Team will support and advise District throughout this process. If District sign-off is delayed on any one of these critical points, as outlined in the Official Timeline, Great Place reserves the right to delay deliverables and/or charge rush fees as required to achieve deliverables. The milestones that require sign-off by District are as follows:

1. *Master Services Agreement and Statement of Work*
The MSA and SOW must be signed by both Parties before project work can begin. Execution of both agreements marks the first day of the overall process. The project kick-off meeting should happen no sooner than one (1) week from signature and no longer than two (2) weeks from signature.
2. *Official Timeline*
The Critical Path Sign-off Timeline outlines the critical dates and deliverables that both Parties must meet in order to secure and preserve the desired survey launch date.
3. *Project Plan / Business Requirements Document*
District will complete the Project Plan / Business Requirements Document with the guidance of the assigned Client Relationship Manager. This document details all survey design specification and will serve as the base for the final delivered products and/or services. District must sign-off on this document before the survey goes to production.
4. *Final Survey Preview*
District must sign-off on the final survey preview. Once the survey is agreed upon, no changes can be made by District.
5. *Final Data File Submitted*
District submits the final Employee Data File that includes all of the information necessary for the survey to be distributed to survey participants (e.g. email address, pre-coded demographics, etc.).

February 2, 2016

The Official Timeline will be provided during the project kick-off and will be agreed to by both parties before finalizing; the dates of the critical sign off points will be within the ranges estimated below.



The survey development and deployment process are broken down into three (3) sections: partnership kick-off, survey development and deployment, and post-survey.

Survey Development and Deployment

Occurs over a period of several weeks depending on the timeline confirmed in the project kick-off meeting. The goal is to complete the Project Plan/Business Requirement Document and receive sign-off from District.

- The Trust Index® Employee Survey Package includes...
 - o **Dual-perspective survey for up to 5,000 employees**, including 58 core non-customizable statements, and two core non-customizable open ended questions. The order of these statements cannot be changed. Additional employees beyond what is outlined above are sold in batches of 1,000 employees for \$3,500 per batch.
 - Unless specifically stated otherwise, the heading of the survey will read "Trust Index® Survey." District may choose to rename the survey leveraging their bespoke terminology. District may also add up to one logo that will always be placed in the top right corner of some survey pages along with the Great Place to Work logo.
 - The Trust Index asks employees to provide ratings on a 1-5 truth scale for each statement from two perspectives, one for the Organization as a whole and one for their immediate Work Group or department. The scale is intentional and cannot vary from statement to statement. District may customize the management definitions for dual perspective surveys. The

instructions for the survey are non-customizable.

- **Option to include up to 15 additional statements using a 1-5 scale**
 - Additional custom statements can be purchased in batches of five (5) for \$1,500 per batch.
- **Option to include up to 15 customized demographics**
 - Seven (7) standard demographics included (Age, Gender, Work Status, Tenure, Job Type, Race/Ethnicity, Sexual Identity). Should District wish to align their demographics with the Fortune 100 Best Companies to Work for® list standard Demographics and IDs (Demographics question number) then the standard demographics should be used. In some instances, the standard demographics do not align to the client organization, and can be changed, or additional demographics defined. If District chooses to customize the standard demographics, this will be deducted from the 15 customized demographics included and some reports and comparisons may not be available. Additional custom demographics can be purchased in batches of five (5) for \$1,000 per batch.
 - Total demographic answer options included is 2,000. Additional demographic options can be purchased in bundles of 500 not to exceed 5,000 total demographic answer options. Each bundle of 500 additional options will be charged at \$500.
 - Demographic data can be collected via the Survey through self-select questions or via a pre-populated demographic file (typically from a HRIS or other corporate database).
- **Employee Data File** to be provided by District to Great Place.
MS Excel file to include employee email addresses and hierarchy details, and as applicable, pre-coded demographic data and details for paper distribution. Great Place will provide an online tool to support District in identifying errors and inconsistencies in the Employee Data File. District is responsible for fixing data errors discovered through this tool and is ultimately responsible for content validation. However, as an additional service, Great Place will clean and validate employee data files billed at \$450 per hour if data-cleaning support is required.
- **Pre-Populating and Post-Coding Demographics**
 - Option to **pre-populate** demographic responses for online survey respondents. District must provide initial pre-populated data within the final Employee Data File.
 - Up to fifty (50) additional logins/users are provided only for Unique ID surveys (not anonymous or with a global password). **Standard post-coding** (included in this scope) includes adding the responses from these 50 additional logins/users to the final survey data set. These additional logins/users are those collected 1-3 days after the survey officially closes. If you have post-coding needs outside of the standard package, please contact your Client Relationship Manager. Any additional, non-standard

post-coding will be billed at the rate of \$450/hour.

- **Helpdesk:** District is responsible for allocating resources to answer technical and non-technical survey management questions (helpdesk) from employees during the survey process. Great Place will provide a detailed helpdesk script in English to District. The document contains Frequently Asked Questions about the survey. For additional helpdesk options, please contact your Client Relationship Manager for details and associated cost.
- **Languages:** English, Spanish, Traditional Chinese, Vietnamese

District has the option to have the Trust Index® Survey translated into any of the languages listed on the Great Place Official Languages list and will be billed at \$1,125 per additional language. The translated survey versions (statements, demographics, etc.) will remain identical apart from their divergent languages. Please discuss with your Client Relationship Manager regarding timing and cost should you require additional survey languages.

Quantitative data will be reported in English. Qualitative data (two (2) open-ended questions / employee comments) will be translated upon request at cost. District has the option to translate the comments using their own vendor, however, District translated comments cannot be used for list participation. Great Place will only accept translated comments from own vendor for list participation. Cost and turnaround time of comment translations will depend on number of words to be translated and the timing of when District requests the translations. Please discuss with your Client Relationship Manager for a comment translation estimate.

- **Distribution Method**
Survey can be conducted via an online tool or via paper, or any combination of the two

Online Survey distribution

- Hosting of online survey for up to 15 business days / 3 weeks
- Online tools include web browsers, Kiosks, and mobile platforms (iOS and Droid devices)
- **Log-in options** include (may only select one): Anonymous or link only (every participant gets the same link); Global (every participant gets same link and same password); or Unique ID (every participant has their own log-in information, ID and password: required for pre-populated demographics)
- **Standard Branching** is when a response to a question triggers a change in subsequent questions. For example, the demographic "State" (the branching trigger) can have "California" and "Texas" as options/limbs. If a respondent chooses "California" then the next demographic "City" will only show "San Francisco" and "Los Angeles" as survey output options. Standard Branching is only included for web surveys. Standard branching includes up to three (3) simple branches and one (1) two-level branch. Each branch can include up to

ten (10) limbs and will display standard outputs such as demographic questions, demographic answers (as in the above example), custom survey statements, custom open-ended questions, and simple CEO letters. For more complex branching options and associated fees, please discuss with your Client Relationship Manager.

- Great Place sends one (1) version of an **email invitation** (no batches) and up to a maximum of four (4) **email reminders** (one version per reminder) to all participating employees. The invitations and reminders will be sent at one specific date and time. If the Unique ID Log-in option is chosen, the reminders will be "Smart" and those that have already completed the survey will not receive the reminder email.
- **Real-time participation monitoring** is a tool District can use to help monitor the participation of the employees in the online survey throughout the survey window. District can view and segment participation by all demographics and up to three nested demographics. Suppression levels will apply. Once the survey is live, post-coding actions and/or terminations will not be reflected in participation monitoring. One (1) participation monitoring tool is setup for each survey window.

Paper Survey Distribution

Paper Surveys can be distributed and printed through two (2) options:

1. *District Prints and Ships Surveys*

Great Place will design the paper survey and provide to District as a PDF to be printed. Branching of paper surveys is not supported. District is responsible for printing, shipping, collecting, and processing the employee surveys. District will work directly with and remit payment directly to a paper survey vendor. Great Place recommends Sentenium, Inc., Great Place approved and preferred paper survey vendor. With the exception of Sentenium, Inc., all paper survey vendors will be required to sign a Non-Disclosure Agreement (NDA); deadline for external vendor signature will be included in the Official Timeline.

2. *Great Place Prints and Ships Surveys*

District may choose to have Great Place print and ship the surveys, and Great Place will bill District for the vendor fees associated with the paper surveys as well as a 10% project management fee.

Each survey costs approximately \$8 per survey for the first 1,000 surveys. Price breaks available with larger volumes. The per survey fee includes the printing of the paper version that has the same design as the web version, self-select demographics (no pre-coding), black and white or color, shipping of surveys to up to five (5) locations, CEO letter, welcome letter, business reply or confidential envelope, scanning of responses, and comment data processing. Great Place will not print paper invitations, thank you notes, or postcards.

Paper surveys will be accepted and processed for an additional week after the survey close date to allow for responses to be received via mail. Surveys

received more than one (1) week after the survey close date, will not be included in the final data set.

Paper survey window participation monitoring is limited to overall participation numbers (received responses without demographic segmentation). District may request the paper survey participation numbers up to two (2) times during the survey window.

Post-Survey

- Report Design

o **Option to include up to 4 hierarchical roll-up structures**

Roll-ups build reporting or hierarchy structures for demographics. Roll-ups allow the survey instrument to focus on capturing the lowest possible level demographic, and then “roll-up” that level into the sequentially higher levels based on the organizational structure.

A roll-up is used when additional structure to demographic questions asked on the survey is needed for reporting purposes. Each roll-up hierarchy structure has a maximum of thirty (30) levels. Please note: each roll-up must be constructed using the answer options from a single flat demographic. Refer to *Survey Design & Deployment* section for answer option totals.

b. Trust Index® Employee Survey Findings Presentation

Post-survey, On-site, Approximately two (2) hours

A full analysis will be conducted utilizing your Trust Index® Employee Survey data, providing detailed insight to your employees’ perceptions of your workplace. The on-site session is designed to communicate the findings with best practice sharing that would be most relevant to your District. Included is a detailed analysis provided to your organization along with recommended action items. The following are outcomes:

- In-depth analysis of your Trust Index® Employee Survey
- Summary of themes based on our analysis of your survey results, including demographic data, historical data, and employee comments (overall themes of comments, not an in-depth analysis)
- Identification of your relative strengths and areas of opportunity compared to benchmarks
- Recommended areas to focus efforts and resources
- Understand key themes in your data that will help you create action plans specific to your organization
- Recommendations on how to share findings with your organization to create change
- Become more effective in your efforts to create a strong workplace culture

Format: This session is best conducted in person, with all participants present in the room, but virtual participation is acceptable (video encouraged in this case). The facilitator will utilize a PowerPoint presentation. Room setup should encourage group conversation; boardroom style is ideal for a group of 15 or smaller or round tables may be suggested for larger groups.

Audience: This session is designed for the executive leadership team (i.e., CEO and C-level team of the organization) as well as business unit leaders who influence and shape corporate culture, and senior HR leaders. The recommended audience is the full C-level team of the organization, attending in person. We recommend discussing specifics with the Consultant to determine audience size and/or if multiple sessions may be preferable to achieve outcomes.

In addition, at least one pre-call prior to finalizing session design will be set up with the Great Place Consultant.

Length: Two (2) hours should be scheduled to accommodate findings and discussion.

Resources: The Great Place Consultant will prepare and facilitate the meeting.

Customization Capabilities/Limits/Pricing:

The Trust Index[®] Findings presentation will be customized to meet client needs in reaching the desired outcomes for this service. Customization options may include:

- Presenting (same) findings to an additional audience, the same day as the presentation
- Including Best People Practices[®] for industry-specific Best Companies
- Conducting meetings with individual executives, within the same business day and location (for example, pre-meeting discussion with CEO; lunch with executive team; debrief meeting with main point of contact)

Analysis and customization is limited to twenty-five (25) hours of Consultant preparation, including pre-call(s), analysis, research and custom content creation. Additional scoping may be needed for:

- Extensive analysis, custom research or preparation (over 25 hours)
- Presentations or meetings with additional groups or teams (one additional presentation of same content within same business day is included)
- Conducting pre- or post-meeting interviews, meetings or focus groups (on days prior to and/or after the meeting)
- Additional data views or reports, specific in-depth analysis of client data, Best Companies comparisons or best practices (where requests exceed Statement of Work in reporting or Consultant preparation)

Responsibilities (of District, of Great Place, of both)

District is responsible for:

- Coordinating District schedules for pre-call(s) and on-site session
- Providing meeting space and on-site equipment (projector for PowerPoint, flip charts and markers, any other on-site equipment planned in advance between District and Great Place)
- Collecting and providing any information needed in advance of the session as discussed in pre-call(s)
- Printing slides and/or handouts for attendees, if necessary
- Taking notes during the session and following up on internal action items

Great Place is responsible for:

- Making Consultant travel arrangements

- Preparing and facilitating on-site session
- Providing District with agenda and any files to be printed, reasonably prior to session (and communicating any on-site equipment and setup needs)
- Providing non-on-site equipment materials as needed (as planned in advance between District and Great Place)

District and Great Place mutual responsibilities:

- Communicating and coordinating mutually convenient times for calls and on-site sessions

c. Reporting Deliverables and Options – District will receive the following deliverables**i. Preliminary Results**

- **Overview of Survey Methodology** and Great Place to Work® Model (.pdf)
- **Trust Index® Overall Spreadsheet** – Percentage of positive responses for the entire data set, as well as for each of the specific demographic options including roll-ups; comparison of your District's data to Best Companies to Work For® benchmark; additional selected Best Companies benchmark (i.e., industry specific); and, if applicable, up to two (2) years of Trust Index® trending data (.xls)
- **Employee Comments** – Verbatim transcription of all written responses to open-ended questions, sorted according to a demographic of your choice. If comments are provided in another language other than English, the comments will not automatically be translated. District may request an estimate to translate the comments if needed (.pdf)

ii. Detailed Results

- **Site Reports** (additional fees)
District will receive a spreadsheet of positive responses and a verbatim comments report for each specified site. This includes the overall column of survey data in addition to demographic breakdown roll up / hierarchy structure for a specific site, e.g., Site Report for Females in San Francisco Office, where Female and San Francisco are options from two different demographic headers. Benchmark comparisons are included along with overall District results. Option to include up to three (3) benchmarks, up to two (2) internal comparisons, where one internal comparisons is "Overall District" to be shown across all reports, and comments grouped by one (1) or two (2) demographics.
- **Department Manager Reports** (additional fees)
Department manager reports (DMR) are individualized spreadsheets and comments created for each manager, making it easier for data review, interpretation, and action planning. The DMR includes the same information as the Site Report, but it does not include demographic information. The DMR shows the overall data column for the Manager and the roll-up data for both organization and work-group perspectives. Option to include up to three (3) benchmarks, up to two (2) internal comparisons, where one internal comparisons is "Overall District" to be shown across all reports, and comments grouped by one (1) or two (2) demographics.

iii. Analysis of Results

- **Findings Presentation Analysis:** On or before the date for the scheduled in-person Findings presentation, you will receive a Findings Presentation in PowerPoint format detailing the analysis of results. The delivery date for this file should be mutually agreed

upon by the District and Consultant. *See description of Trust Index[®] Employee Survey Findings Presentation, for details.*

iv. **Certify Package: Certification & Great Place to Work[®] Review (Included in Scope)**

Each survey package includes a Certification and a Great Place to Work[®] Review. On the basis of the District's survey scores meeting our Certification standard, we will prepare a Review for publication on the Great Place to Work Reviews website at GreatPlacetoWork.com/Reviews. Upon completion of the pre-publication draft of the District's Review, we email a private link so that you can edit and approve the review for publication. If you do not want to publish the Review you may request that we do not publish it, however please note that our Best Workplaces Lists are created from the database of companies who have been Certified and have published Reviews. Your Certification and Review will expire one year from the date the District was certified as a great workplace.

v. **Terms of Participation in Great Place to Work's Recognition Program**

i. **Eligibility Requirements**

To participate in Great Place's Recognition Program and any of our Best Workplaces Lists including the FORTUNE 100 Best Companies to Work For[®] competition (details are available at GreatPlacetoWork.com/listcalendar), a participating District (Participant) must comply with the following eligibility requirements:

- The Participant should ensure that the survey is accessible and understandable to their employees. For example, if Participant has employees who do not have computer access to an online survey, a paper version of the survey should be provided.
- The Participant should select a true representative sample of their employees across all levels of the organization to ensure that there is no bias toward one department or level of employees.
- A minimum number of responses must be received by the Participant to ensure a 95% confidence level in the results. The exact number of responses required will be provided.
- The Participant may be publicly-traded, private, a co-operative or non-profit. Government agencies with more than 999 employees are not eligible to participate for the Fortune 100 Best Companies to Work For[®] list.
- The Participant should apply as the parent organization, including all subsidiaries, divisions and departments. If you would like to discuss participating separately from your parent organization, or if you feel the need to exclude a subsidiary, please indicate in the text area below.
- If more than 25% of the Participant's workforce is affected by a merger or acquisition, the Participant may be asked to wait a year to ensure the data collected fully and accurately represents the Participant.

4.4. Dedicated Project Team

The core project team will consist of a skilled and experienced group with the goal to provide the highest level of service to District. All Team members participate in training and development activities on a regular basis to keep abreast of trends and changes that impact our clients as well as further enhance their skills. The team below may vary depending on the requirements of the work being delivered.

- *Client Solutions Manager:* Your Client Solutions Manager will work with you to determine your partnership pathway with Great Place to Work. They will help you determine the best way to focus on your employee culture to drive business results.
- *Consultant:* Your Great Place to Work Consultant will conduct an in-depth analysis in order to develop a rich and comprehensive assessment, in addition to providing advisory support throughout the project and beyond.
- *Client Relationship Manager:* Your Client Relationship Manager (CRM) serves as part of the management support team and will be your primary point of contact throughout all phases of the survey process. All CRMs have extensive experience in project management, survey design, data management, and quality assurance. They regularly supervise complex projects with clients from a variety of industries, including, but not limited to, Education/Academia, Financial, Retail, and Professional Services.
- Additional team members will be identified as required.

5. Fees and Payment Terms

The following fees and payment terms are in addition to those set forth in Section 4 (Fees) of the Master Services Agreement.

5.1. Service Fees

Great Place will invoice District on the following schedule:

| | Product / Service Stage | Price | Total | Invoicing |
|-------------------|-------------------------|----------|-------------|---|
| Summary of Fees | Align | \$0 | \$39,952.00 | 100% invoiced upon signed agreement, payable in 45 days |
| | Assess | \$39,952 | | |
| Total Investment* | | | \$39,952.00 | |

5.2. *Additional Fees

5.2.1. Paper Survey, Translations and other materials

All additional related expenses for paper surveys, postage, shipping, printing of materials and translation will be invoiced at cost plus a 10% project management fee. Estimates of these expenses may be provided upon request. District translated comments cannot be used for list participation. Great Place will only accept translated comments from own vendor for list participation.

5.2.2. Travel

Travel fees include "coach" travel, meals, and hotels unless specified otherwise. Great Place's standard estimate for one day of travel per person is \$1,200. Travel fees are estimated below for budgeting purposes but will be invoiced at cost. We strive to assign locally-based project teams; however, we cannot guarantee that District will be assigned a local project team due to project team capacity and expertise.

| Presentation/Meeting | Attendee | Price Estimate |
|---|---|----------------|
| Executive Alignment Meeting (1 day) | 1 Consultant | \$1,200 |
| Partnership Kick-off Meeting (1 day) | Client Relationship Manager Consultant Client Solutions Manager | \$3,600 |
| Findings Presentation (1 day) | 1 Consultant | \$1,200 |
| Additional trip placeholder (if applicable) | Client Relationship Manager Consultant Client Solutions Manager | \$3,600 |
| Total Estimate | | \$9,600.00 |

5.2.3. Changes to On-site Delivery Dates

Should District change the date of an on-site presentation, meeting, workshop, etc. after the date has been confirmed by both Parties, a fee of \$750 and any additional travel fees incurred as a

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result of the change will be billed to District. A delay of up to four weeks for a rescheduled date may occur dependent upon Consultant's availability.

5.2.4. Additional Requests Made by District

Includes requests made by District that will require additional work or impact the timeline. Hourly rates are as follows: \$250/Client Relationship Manager; \$450/additional post coding and requests requiring operations and/or technology teams; \$250/Analyst; \$350-475 for Coaching; \$350-500/Consultant. Any such requests made by District that is beyond the scope of this Statement of Work will require execution of a written instrument to be agreed upon by both parties.

5.3. Payment Terms

Payment instructions are located at the bottom of the invoice and include payment options by check, wire, and online.

All invoices should be sent for processing to and include the PO number, if applicable:

NAME: Yana Smith
TITLE: Chief, Organizational Effectiveness
EMAIL: yana.smith@ousd.org
PHONE: 510-879-4260
PO Number: n/a

Comment [YC1]: OUSD, please complete this section with the appropriate invoicing information

6. Cancellation Policy

Cancellation Policy for Single-cycle Partnerships

Should District choose to cancel this Statement of Work at any stage, Great Place requires thirty (30) days written notice prior to the desired effective date of cancellation. Please submit the cancellation request to.

Should District choose to cancel this Statement of Work at any point prior to the Survey Launch Date, 25% of the total project fees paid will be refunded. Any expenses (e.g. travel, translation, shipping, paper survey printing fees) that Great Place has incurred up to the point of cancellation will be billed at cost.

Should District choose to cancel this Statement of Work at any point after the Survey Launch Date, no refund will be given. Any expenses (e.g. travel, translation, shipping, paper survey printing fees) that Great Place has incurred up to the point of cancellation will be billed at cost.

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7. Signature

Signing this Statement of Work authorizes the commencement of Services as detailed in Section 4 and the initiation of the invoice.

IN WITNESS WHEREOF, the Parties have executed this Statement of Work effective on the date and year first set forth above.

**Oakland Unified School District
("District")**

By: _____

Print Name: _____

Title: _____

Date: _____

President, Board of Education

**Great Place to Work Institute, Inc.
("Great Place")**

DocuSigned by:

By: _____

Print Name: _____

Title: Director, Client Solutions Operations

Date: 2/4/2016

Superintendent and Secretary, Board of Education

Please scan and email this Statement of Work to US_LegalSupport@greatplacetowork.com.

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE