



MASTER AGREEMENT FOR PROFESSIONAL SERVICES

This MASTER AGREEMENT FOR PROFESSIONAL SERVICES (“**Agreement**”) entered into as of April 11, 2022 (“**Effective Date**”) is between Gallagher Benefit Services, Inc., a subsidiary of Arthur J. Gallagher & Co., a Delaware corporation (“**Gallagher**”) and Roseville Area Schools (“**Client**”).

Gallagher and Client desire to arrange for the provision of services by Gallagher to the Client as set forth herein. In consideration of the promises and mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. ENGAGEMENT OF SERVICES.** From time to time, Gallagher and Client may enter into project assignment(s) for the provision of services provided by Gallagher (each a, “**Project Assignment**” attached hereto as a sample). The exact nature and scope of the services shall be agreed, and the scope of services shall be detailed in a Project Assignment, and shall be governed by the terms and conditions of this Agreement.
- 2. SCOPE OF PROJECT ASSIGNMENTS.** Gallagher will provide any services, functions, or responsibilities related to the services set forth in the Project Assignment that are: (a) reasonably required for the proper performance and delivery of such services, functions, or responsibilities in accordance with this Agreement, or (b) an inherent part of, or a necessary subpart included within such services, functions or responsibilities.
- 3. STANDARD FOR PERFORMANCE.** Subject to the terms of this Agreement, Gallagher will use its best efforts to render the services and complete the Project Assignment by the applicable completion dates.
- 4. COMPENSATION.** Client will pay Gallagher a fee for services rendered under this Agreement as set forth in the Project Assignment(s) undertaken by Gallagher. Client shall be responsible for all expenses incurred by Gallagher in the performance of its services under this Agreement. Upon termination of this Agreement for any reason, Gallagher will be paid fees specified on the Project Assignment for work which is then in progress on a proportional basis, and expenses incurred through the effective date of such termination. Unless other terms are set forth in the Project Assignment(s) for projects which are in progress, Client will pay Gallagher for services and will reimburse Gallagher for previously approved expenses within thirty (30) days of the date of Gallagher’s invoice. Any amounts not paid when due will accrue interest at the rate of one percent (1%) per month or the highest rate permitted by applicable law, whichever is less. If any amount is not paid in full when due without a good faith basis to withhold, that nonpayment will constitute a material breach of this Agreement
- 5. INDEPENDENT CONTRACTOR RELATIONSHIP.** Gallagher’s relationship with Client will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, agent-principal, or employer-employee relationship. In the performance of its duties, Gallagher may rely upon, and will have no obligation to independently verify the accuracy, completeness, or authenticity of, any written instructions or information provided to Gallagher by the Client or its designated representatives and reasonably believed by Gallagher to be genuine and authorized by the Client. Furthermore, Gallagher’s engagement under this Agreement will not prevent it from taking similar engagements with other clients who may be competitors of the Client. Gallagher will, nevertheless, exercise care and diligence to prevent any actions or conditions which could result in a conflict with Client’s best interest.



6. CONFIDENTIAL & NON-IDENTIFYING INFORMATION.

6.1 Confidential Information. As used in this Agreement, “**Confidential Information**” means any non-public, proprietary or personal data and information furnished by either party or its agents or representatives to the other party or its agents and representatives, whenever furnished and regardless of the manner or media in which such information is furnished, which the receiving party knows or reasonably should know to be confidential. Each party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

The parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the performance of services set forth in this Agreement or applicable Project Assignment. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client’s Confidential Information to Gallagher’s affiliates, agents or vendors that have a need to know the Confidential Information in connection with the services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). Gallagher has established security controls to protect Client Confidential Information from unauthorized use or disclosure. For additional information, please review **Gallagher’s Privacy Policy** located at <https://www.ajg.com/privacy-policy/>.

Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

6.2 Non-Identifying Information. Notwithstanding Section 6.1 above, Gallagher may collect, use, transfer, and disclose information in a form that does not specifically identify Client (“**Non-Identifying Information**”) for any purpose. Non-Identifying Information can include certain organizational and personal information that has been de-identified; that is, information that has been rendered anonymous. Gallagher may obtain Non-Identifying Information about Client from information provided to Gallagher by Client. Furthermore, Gallagher may combine and aggregate Client Non-Identifying Information with information collected from other sources for internal and external research purposes. Gallagher certifies that it shall comply with applicable laws, with respect to privacy and data security relative to Non-Identifying Information.

7. REPRESENTATIONS AND WARRANTIES.

7.1. Gallagher Representations and Warranties. Gallagher represents and warrants that its services shall be performed by personnel possessing competency consistent with applicable industry standards.

7.2. Client Representations and Warranties. Client hereby represents and warrants that: (a) materials provided to Gallagher for use in connection with the services provided hereunder will not infringe the intellectual property rights of any third party; and (b) Client has full right and power to enter into and perform this Agreement without the consent of any third party.



7.3. No Other Representations and Warranties.

EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS AGREEMENT, NO OTHER REPRESENTATION, EXPRESS OR IMPLIED, AND NO WARRANTY OR GUARANTEES ARE INCLUDED OR INTENDED BY GALLAGHER IN THIS AGREEMENT, OR IN ANY REPORT, OPINION, DELIVERABLE, WORK PRODUCT, DOCUMENT OR OTHERWISE. THIS SECTION SETS FORTH THE ONLY WARRANTIES PROVIDED BY GALLAGHER CONCERNING THE MATTERS COVERED BY THIS AGREEMENT. THIS WARRANTY IS MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

8. **LIMITED LIABILITY.** Gallagher's liability to the Client and any other party for any losses, injury or damages to persons or properties or work performed arising out of in connection with this Agreement and for any other claim, whether the claim arises in contract, tort, statute or otherwise, shall be limited to the amount of the total fees due to Gallagher from Client for the particular Project Assignment giving rise to the claim.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, GALLAGHER SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, LOST PROFITS, OR PUNITIVE DAMAGES SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE.

Client's exclusive remedy for any claim arising out of or relating to this Agreement will be for Gallagher, at its sole option and upon receipt of written notice, either: (a) to use commercially reasonable efforts to cure, at its expense, the matter that gave rise to the claim for which Gallagher is at fault, or (b) return to Client the fees paid by Client to Gallagher for the particular service provided that gives rise to the claim, subject to the limitation contained in this section. Client agrees that it will not allege that this remedy fails its essential purpose.

No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

9. **INDEMNIFICATION.** Each party agrees to defend, indemnify, and hold the other party and its affiliates and their respective directors, officers, employees, and agents harmless from any and all losses, liabilities, exposures, damages, and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third-party claims, demands, suits, allegations, causes, or threats of action based on the indemnifying party's: (a) breach of any representation, warranty or covenant made by such party hereunder; or (b) grossly negligent acts, omissions, or intentional misconduct; provided, however, that the indemnifying party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other party or its employees or agents.

10. **TERM AND TERMINATION.** The term of this Agreement will commence on the Effective Date and shall remain in effect until terminated in accordance with this Agreement. Either party may terminate this Agreement by giving the other party at least sixty (60) days written notice of its intent to terminate. Client shall be responsible to Gallagher for any services performed prior to the date of termination and Gallagher shall be responsible to Client to continue to provide services until the date of termination of this Agreement. Upon termination of the Agreement, contingent upon Client's full payment for services and incurred expenses, Gallagher will deliver to Client any and all of its information, forms and documentation.



11. GENERAL PROVISIONS.

11.1. Assignment and Subcontractors. Client may not assign this Agreement without Gallagher's prior written consent. Gallagher may deem it necessary to outsource or subcontract all or any portion of the services to be performed by it under this Agreement. If this is necessary, Client will be notified of this and has the right to request a professional of their choice. If the person chosen by the Client requires assistance from Gallagher, Client will be billed for Gallagher's time at its regular hourly rate. This Agreement shall inure to the benefit of, and shall be binding upon, both Gallagher and Client and their respective heirs, legal representatives and permitted assigns.

11.2. Travel Expenses. Expenses are to be kept to a minimum and are billed at actual cost for (but not limited to) the following: consultant travel, lodging, meals, local transportation, and airport, meeting, and parking expenses. Hotel expenses will typically be based on preferred rates obtained by Client or Gallagher; however Gallagher may select a non-preferred major chain (e.g., Marriott; Hyatt; etc.) if personal safety factors, geography, or meeting requirements dictate. Charges for airfare will be based on the most economical means of travel wherever possible, however, due to scheduling difficulties, aircraft capacity, and/or fare availability, charges may on occasion include higher cost, refundable fares fees, full coach, or non-refundable business/first class charges.

11.3. Force Majeure. Except for Client's payment obligations under this Agreement, neither party shall be liable for any delay or failure in performance due to causes beyond its reasonable control.

11.4. No Legal Advice Intended. The advice given by Gallagher is not intended to be nor shall should it be construed as legal advice. Client is recommended, at its own cost, to have its own independent legal counsel review all documentation provided by Gallagher. Gallagher will not be obligated to perform, and the Client will not request performance of, any services which may constitute unauthorized practice of law. The Client will be solely responsible for obtaining any legal advice, review or opinion as may be necessary to ensure that its own conduct and operations, including the engagement of Gallagher under the scope and terms as provided herein, conform in all respects with applicable State and Federal laws and regulations (including ERISA, the Internal Revenue Code, State and securities laws and implementing regulations) and, to the extent that the Client has foreign operations, any applicable foreign laws and regulations.

11.5. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions of this Agreement, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

11.6. Notices. All notices, requests and other communications under this Agreement must be in writing, and must be mailed by registered or certified mail, postage prepaid and return receipt requested, delivered by overnight delivery or delivered by hand to the party to whom such notice is required or permitted to be given. If mailed, any such notice will be considered to have been given five (5) business days after it was mailed, as evidenced by the postmark. If delivered by overnight delivery or hand, any such notice will be considered to have been given when received by the party to whom notice is given, as evidenced by written and dated receipt of the receiving party. The mailing address for notice to either party will be the address show on the signature page of Agreement. Either party may change its mailing address by notice as provided by this section.

11.7. Governing Law. The parties agree that this Agreement shall be governed by, interpreted and construed in accordance with the laws of the State of Minnesota without giving effect to the choice of law principles thereof or any canon, custom or rule of law requiring construction against the drafter.



11.8. Enforcement. In the event that either party shall successfully bring an action against the other with respect to the enforcement, interpretation, or breach of any provision of this Agreement, the other party shall pay the reasonable amounts incurred by the party bringing the action, specifically including court costs, expenses and reasonable attorneys' fees.

11.9. Waiver. No waiver by either party of any breach of this Agreement shall be a waiver of any preceding or succeeding breach. No waiver by either party of any right under this Agreement shall be construed as a waiver of any other right. Neither party shall be required to give notice to enforce strict adherence to all terms of this Agreement.

11.10. Entire Agreement. This Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing and signed by the party to be charged. The terms of this Agreement will govern all Project Assignments and services undertaken by Gallagher for Client. In the event of any conflict between this Agreement and a Project Assignment, the Project Assignment shall control, but only with respect to the matters set forth therein.

11.11. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile, with such delivery having the same effect as delivery of an original counterpart.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

Client:

Gallagher Benefit Services, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Address: _____

By: 

Name: _____

Title: _____

Date: _____

Address: _____

Michael Verdoorn

Managing Principal

February 9, 2022

901 Marquette Ave. S, Suite 1900
Minneapolis, MN 55402

Project Assignment

This Project Assignment is issued pursuant to the terms and conditions of the Master Agreement for Professional Services with an Effective Date of **April 11, 2022** (the “**Agreement**”), by and between Gallagher Benefit Services, Inc. (“**Gallagher**”) and Roseville Area Schools (“**Client**”). Defined terms used herein and not otherwise defined in this Project Assignment shall have the same meaning ascribed to the in the Agreement.

Scope of Services:

Classification Review and Update – Staff only

We will review existing job documentation for consistency in format and accuracy in job functions. In order to ensure the accuracy of job functions, and include employees in the process, we recommend the option of all staff completing a Position Description Questionnaires (PDQs) so we can determine if jobs are accurately documented and develop an updated classification structure. While we can use current job descriptions, this approach allows employee to play a key role, and ensures the most accurate information is collected to ensure internal equity and appropriate market data is collected. Upon completion of the PDQs, we then review employee input against job documentation and develop a new classification structure, the write new job descriptions as appropriate. Additionally, we can make recommendations on job description content to ensure compliance with applicable laws and regulations.

A.

Internal Equity – Staff only

We will work with RAS to evaluate each job title with the current job evaluation methodology to determine internal equity. We will present an alternative method for review of internal equity. Our project plan and cost reflect reviewing all RAS job titles and ensuring internal consistency and accuracy of job functions. We have significant experience in applying job evaluation methods, but will work with RAS to ensure our understanding of the method and the jobs. In many cases we will verify the current evaluations of RAS and ask follow-up questions to clarify any questions.

B.

Market Comparison – Staff & Teachers

We will work with RAS identify benchmark job classes for the purposes of competitive market analysis. We recommend that RAS should be collecting market data on its job titles to ensure sufficient data and validity of the resulting salary structure. We will survey both current rates of pay, minimum and maximum rates of pay. We will also integrate private sector salary information in the market comparison process from survey sources that represent the local area market. This market survey will be conducted in Phase III of the project plan.

Salary Structure Development & Implementation Analysis – Staff & Teachers

In this step, we assign all jobs to the right pay grade and all employees to the right place in the range based on agreed upon criteria. During this phase, we also discuss how pay progression is integrated in a sustainable system that grows with RAS and allows for employee development and contribution to goal



achievement. Up to three implementation scenarios will be provided to RAS. These resulting pay structures and implementation scenarios will be reviewed to ensure a gender and race neutral system.

Final Report

Our final report will be prepared which outlines the process, methods, techniques and findings and recommendations of the classification and compensation study. It will include a financial impact analysis and recommended ways to implement and maintain the system in the future. We will provide the data in a format that can be used to update your HRIS system based on your implementation approach. Finally, we will train the HR staff in the proper procedure and methods to manage and maintain the system.

WORK PLAN

Based on our understanding of your needs, we have prepared a two project plans, one for the immediate need to update the job descriptions of identified job titles or functions, and a detailed summary of the phases of work to conduct a full classification and compensation study covering all staff positions.

PHASE 1: PROJECT INITIATION

- C. Meeting via telephone to initiate project and discuss timelines and key deliverables.
- D. Organization & salary material collected.
- E. Discussion/review of the strengths and weaknesses of RAS's current classification & compensation systems.
- F. Discussion around RAS current compensation philosophy and supporting strategies.
- G. Discussion of job evaluation methodologies.
- H. Project timetable confirmed.

Employee orientation sessions conducted virtually or on-site.

PHASE 2: CLASSIFICATION & JOB EVALUATION STUDIES – STAFF ONLY

- I. Analysis of existing classifications and recommendations on any changes to current classification plan.
- J. **OPTION 1:** Review and analysis of *current job descriptions/documentation approved by management* for all employees covered by the study.
- K. **OPTION 2:** Utilize Positions Description Questionnaires (PDQs) that are completed by employees to obtain current job description information (this option adds additional time to the project timeline as employees will need sufficient time to complete and Gallagher consultants will need



PHASE 2: CLASSIFICATION & JOB EVALUATION STUDIES – STAFF ONLY

sufficient time to review). This option would include allocation of employees to an appropriate job class in the new classification structure.

Conducting interviews by telephone with a representative sample of employees covered by the study in order to gather additional details of the type and nature of work being performed, as necessary.

L. Training for HR and management personnel in the use of the selected job evaluation system, if chosen as the Job Evaluation Methodology.

(Optional) Development of new or updated job descriptions and priced separately.

M. Review exempt and non-exempt classifications to ensure proper classification for all employees.

Recommendation of standard classification and titling conventions.

Includes one revision to the proposed classification structure.

PHASE 3: COMPENSATION STUDY – STAFF & TEACHERS

CUSTOM SURVEY

Labor market confirmed and survey participants identified to gather data from local, state and regional sources.

Benchmark jobs identified and summarized.

Identification of hard to recruit positions and assessment of the relevance of compensation for recruiting.

Benefit and pay practice questions determined for inclusion in the custom survey.

Custom survey developed and conducted.

INTEGRATE PUBLISHED SURVEY SOURCES

Identify appropriate published survey sources.

Collect market data from published survey sources using data cuts from public, private, local, state and regional sources.

The following activities will be performed on integrated published survey source data and custom survey data

Comprehensive internal salary relationship analysis of data to ensure the structure is internally equitable and externally competitive.

Competitive analysis performed.

Diagnostic review of current salary structures conducted to identify opportunities for simplification, reduction in pay compression.

Recommended pay structure developed or existing structures updated (includes 1 revision if requested).



PHASE 3: COMPENSATION STUDY – STAFF & TEACHERS

Internal review conducted and consolidated feedback provided by the District. The District approves the updates to the pay plan(s) and other recommendations and implementation options.

Provide the RAS with up to three (3) transition options, recommendations and next steps/ongoing maintenance.

PHASE 4: DRAFT REPORT, FINAL REPORT, IMPLEMENTATION, & PROJECT FINALIZATION

Provision of bi-weekly progress reports for RAS project staff.

Conduct of meetings with the leadership team at critical intervals to discuss deliverables.

Draft and final reports and presentations developed; RAS feedback incorporated, as appropriate.

Project closure and training of applicable RAS staff regarding on-going maintenance of the approved systems resulting from this study. Copies of plan maintenance materials will be provided to RAS.

Training provided to RAS' human resources staff on the selected job evaluation methodology.

Schedule / Period of Performance:

The project will take 8 months from start to completion. We are prepared to start work on this project within two weeks of receiving a signed contract.

	PHASE 1	PHASE 2	PHASE 3	PHASE 4
	Study Initiation And Strategy Development	Classification & Job Evaluation Study*	Compensation Study	Project Finalization
1				
2				
3				
4				
5				
6				
7				
8				

*If the PDQ option is selected or more review or discussion of job descriptions are needed, more time will be added to the timeline above.

Fees & Expenses:



Gallagher

Insurance | Risk Management | Consulting

Phase	Fees
PHASE 1: Study Initiation & Strategy Development	\$15,000
PHASE 2: Classification & Job Evaluation Study – address the 91 staff job titles Option 1: Includes review of current job descriptions, interviews with representative sample of employees, building of classification structure and establishing internal equity through job evaluation. Option 2: Includes all of the above along with the ability for employees to complete a Position Description Questionnaire for the collection of primary source job responsibility information.	Option 1: \$15,000 Option 2: \$22,500 <i>(*does not include the writing / updating of job descriptions)</i>
PHASE 3: Compensation Study – Staff & Teachers	\$35,000
PHASE 4: Project Finalization	\$13,500
TOTAL COST (inclusive of all Tasks) will not exceed: \$78,500 - \$86,500	

Key Assumptions:

School is provide necessary materials requested and a Project Manager.

Special Requirements:

Onsite work is not included and may be additional cost as discussed before occurring with client.

The terms and conditions contained in this Project Assignment constitute the parties' complete understanding and agreement relating to the subject matter hereof. Notwithstanding anything to the contrary in the Agreement or elsewhere, in the event of a conflict between this Project Assignment and the Agreement, the Agreement will control. No other terms and conditions, beyond those contained herein, will be valid unless mutually agreed to by Client and Gallagher in a writing signed by authorized representatives of each party.

ACCEPTED AND AGREED:

Client:

Gallagher Benefit Services, Inc.

By: _____

By: _____



Gallagher

Insurance | Risk Management | Consulting

Name:

Title:

Date:

Address:

Name:

Michael Verdoorn

Title:

Managing Principal

Date:

April 22, 2022

Address:

901 Marquette Ave. S, Suite 1900
Minneapolis, MN 55402
