



Sponsors it



Delivers it



YOUR SCHOOL

Implements it

LEADER.ORG

CONDITIONAL GRANT

SERVICES AND SPONSORSHIP AGREEMENT

This Services and Sponsorship Agreement (this “**Agreement**”) is entered into to be effective as of this 1st day of May 2017 (the “Effective Date”) by and between Franklin Covey Client Sales, Inc., a Utah corporation (“**FranklinCovey**”), Leader.org, a Utah nonprofit corporation (“**Sponsor**”) and the school identified on the signature page below (“**School**”).

RECITALS

WHEREAS, FranklinCovey offers to schools a unique educational solution, entitled “The Leader in Me®,” which helps schools establish a culture of character and leadership with its teachers and students (the “**TLIM Solution**”).

WHEREAS, upon review of School’s grant application, Sponsor desires to sponsor School, and as a grant to School, pay to FranklinCovey a portion of the funding necessary for the delivery of Year 1 Components (defined below) listed in Exhibit C following FranklinCovey’s delivery of said Year 1 Components to School.

WHEREAS, if School meets or exceeds the requirements for Year 1 Components, Sponsor may authorize School to receive the Year 2 Components (defined below) listed in Exhibit C as an extension of its grant to School.

WHEREAS, if School meets or exceeds the requirements for Year 2 Components, Sponsor may authorize School to receive the Year 3 Components (defined below) listed in Exhibit C as an extension of its grant to School.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree as follows:

AGREEMENT

- A. Performance Requirements of School.** As a condition to Sponsor’s funding of the delivery of the TLIM Solution, the School agrees to meet or exceed the requirements outlined below.

1. Training. Per the grant terms, School shall commit to have all teachers, staff, and administrators participate in the TLIM Solution Year 1 Components and, if approved, Year 2 and/or Year 3 Components training as prescribed in the attached Exhibit C.
2. Data. Except as may be otherwise limited by Federal and State law, School shall provide the following data to Sponsor and/or FranklinCovey each year during the five (5) year “Term” (described in Section J below). Only aggregate data is collected; no individual student’s personal information is requested. Sponsor and/or FranklinCovey may share the survey results and data with third-parties. For example, but not meant as limiting, Sponsor may share the results with potential donors who are interested in supporting the TLIM Solution within schools.
 - a. Online surveys for staff (administrators, teachers, staff), parents of all grade levels, and students (grades 4 and above) administered and taken anonymously through FranklinCovey’s The Leader in Me Online portal at various stages of each school year (e.g., prior to Year 1 Term training, end of each school year).
 - i. Measureable Results Survey: For clarity and avoidance of doubt, The Leader in Me® process includes a survey whereby staff, parents and students are asked some questions related to leadership, culture and academics. An authorized person from the school will be provided a URL link of the survey questions to share with staff, parents and students. Personally identifiable information (“PII”) will not be collected as part of the survey, but in the event information is categorized as PII, then FranklinCovey will not permit disclosure outside its own organization and it will take all commercially practicable measures to destroy PII when it is no longer needed for the purpose of the survey. Survey results will be compiled in an aggregate form and shared with third parties such as donors and sponsors. It may also be used for research.
 - b. Student discipline referrals (to be provided after completion of each school year during the Term).
 - c. Student attendance (to be provided after completion of each school year during the Term).
 - d. Academic test scores (overall % of students passing grade-level Math and Reading—to be provided after completion of each school year during the Term).
 - e. If the performance of this Agreement involves the transfer by JCPS to FranklinCovey of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act (“FERPA”), FranklinCovey agrees to:
 - i. In all respects comply with the provisions of FERPA. For purposes of this Agreement, “FERPA” includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.
 - ii. Use any such data for no purpose other than to fulfill the purposes of the Project, and not share any such data with any person or entity other than FranklinCovey and its employees, contractors and agents, without prior approval of JCPS.
 - iii. Require all employees, contractors and agents of FranklinCovey to comply with all applicable provisions of FERPA with respect to any such data.
 - iv. Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Project.
 - v. Conduct the Project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of FranklinCovey having a legitimate interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.
 - vi. Destroy or return to JCPS any such data obtained under this Agreement within thirty days after the date when it is no longer needed by FranklinCovey for the purposes of the Project.
 - vii. For all data requests, submit a Research Request using the JCPS Data Request Management System (DRMS). FranklinCovey agrees to comply with JCPS requirements for data sharing and research projects. FranklinCovey understands that JCPS approval does not guarantee that Gilmore Lane Elementary School or any individuals will agree to participate—it simply means

that all human subject protection aspects of the research process are in place. It will be the responsibility of FranklinCovey to demonstrate why participation has more value than a burden to Gilmore Lane Elementary School. Although JCPS Data Management and Research will approve or not approve the data request, teachers, principals, and school councils have final authority to agree or not to participate in any external Project.

3. Lighthouse Team. The School shall organize and actively engage, during the Term, a school “**Lighthouse Team**” to lead and continually improve the implementation of the TLIM Solution and to focus the School’s efforts on qualifying for “**Lighthouse Milestone**” status.
 4. Lighthouse Milestone. The School shall make best efforts to be fully qualified to achieve the Lighthouse Milestone (see Exhibit A) in three to five (3-5) years of beginning the implementation of the TLIM Solution.
 5. Leadership Events. The School will host at least one “**Leadership Event**” every academic school year for the duration of the Term. A Leadership Event such as a student-led parent night or leadership day allows students the opportunity to practice leadership skills and demonstrate the School’s leadership work with parents, community leaders, and other interested parties.
 6. Progress to Lighthouse Assessment Reports. At the end of each school year for the duration of the Term of this Agreement, School will submit a “**Progress to Lighthouse Assessment Report**” to Sponsor containing the following information described. (NOTE: The information provided in the Reports must not include the names of students or any other personal information that may violate applicable privacy laws, unless written permission is received from the individual being identified, and in the case of a student, permission from the parent or guardian.)
 - a. School’s self-assessment of progress towards Lighthouse Milestone with reference to the thirty-five “**Lighthouse Criteria**” as described on Exhibit A.
 - b. A summary of the School’s successes, challenges and key learning experiences resulting from implementing the TLIM Solution. This summary shall also contain detailed stories of how the TLIM Solution has positively impacted students, teachers, staff, administrators, parents and families.
 - c. Information about each annual **Leadership Event**.
 - d. Once the Lighthouse Milestone is achieved per Exhibit A, a summary of how the principal has provided mentoring services during the school year to other principals working to achieve the Lighthouse Milestone.
 7. Commitment to Continuity in LIM Process. The School, in conjunction with district personnel, shall make best efforts to ensure School’s continued engagement and pursuit of the Lighthouse Milestone in the event a principal change during the Term of this agreement.
- B. Payment Terms. FranklinCovey shall invoice School, with a copy to Sponsor, as follows. All payments are due within thirty (30) days of invoicing.
1. Invoice to School for Year 1 Components Grant. FranklinCovey shall invoice the School up to, and not to exceed, the amounts listed for each Year 1 Component in Exhibit C upon the delivery of each Year 1 Component listed in Exhibit C to be delivered to School during the first academic school year or other agreed upon timeframe described in Exhibit C (“**Year 1 Term**”) wherein School implements the TLIM Solution (“**Year 1 Components**”). Travel expenses for providing Year 1 Components are to be invoiced at actual cost and shall be paid for only up to the total combined estimated travel expense amounts listed in Exhibit C. For clarity, grant funds from Sponsor shall be used to pay FranklinCovey per Section 2 below.

2. Copy of Invoice to Sponsor. FranklinCovey shall send to Sponsor a copy of the invoice delivered to School for the Year 1 Components as described above, and Sponsor agrees, on behalf of, and as a grant to, School, to pay FranklinCovey up to, and not to exceed, the amounts listed for each Year 1 Component in Exhibit C delivered to School.
3. School's Qualification for Year 2 Components Grant. Qualification is based on the completion of Performance Requirements as outlined in Section A. In its review of School's performance, Sponsor determines in its sole discretion that School has met or exceeded the requirements, and Sponsor may authorize School to receive Year 2 training components during the second academic school year or other agreed upon timeframe described in Exhibit C ("**Year 2 Term**") of implementation of the TLIM Solution ("**Year 2 Components**") as an extension of Sponsor's grant. Sponsor's written authorization of the Year 2 Component grant must be received by School prior to the delivery of Year 2 Component training. Without said authorization, School shall be responsible for the cost of Year 2 Components. In the event that Sponsor awards School a grant relating to Year 2 Components, (i) FranklinCovey shall invoice School for such Year 2 Components, with a copy to Sponsor, in the same manner as provided for in Paragraphs 1 and 2 of this Section B, and (ii) Sponsor agrees, on behalf of, and as a grant to, School, to pay FranklinCovey up to, and not to exceed, the amounts listed for each Year 2 Component in Exhibit C delivered to School.
4. School's Qualification for Year 3 Components Grant. Qualification is based on the completion of Performance Requirements as outlined in Section A. In its review of School's performance, Sponsor determines in its sole discretion that School has met or exceeded the requirements, and Sponsor may authorize School to receive Year 3 training components during the third academic school year or other agreed upon timeframe described in Exhibit C ("**Year 3 Term**") of implementation of the TLIM Solution ("**Year 3 Components**") as an extension of Sponsor's grant. Sponsor's written authorization of the Year 3 Component grant must be received by School prior to the delivery of Year 3 Component training. Without said authorization, School shall be responsible for the cost of Year 3 Components. In the event that Sponsor awards School a grant relating to Year 3 Components, (i) FranklinCovey shall invoice School for such Year 3 Components, with a copy to Sponsor, in the same manner as provided for in Paragraphs 1 and 2 of this Section B, and (ii) Sponsor agrees, on behalf of, and as a grant to, School, to pay FranklinCovey up to, and not to exceed, the amounts listed for each Year 3 Component in Exhibit C delivered to School.
5. Component Innovations and Delivery Methods. Sponsor reserves the right to modify and approve in writing the delivery method of each Year 1, Year 2 and Year 3 Component based on FranklinCovey innovations of TLIM Solution and on economies of scale that may be achieved by technology developments and by having multiple schools in the same region implement various components in the Year 1, Year 2 and Year 3 Components together. The intent of such modifications would be to lower the cost of TLIM Solution implementation while maintaining high quality, and to consider unique school needs.
6. School's Annual Membership Fee. School agrees to pay FranklinCovey the non-refundable amount of **\$7,500** associated with The Leader in Me Annual Membership as described in Exhibit B (the "**Annual Membership**") and in accordance with the following schedule:
 - a. \$7,500 invoiced within 30 days of the signing of this Agreement; and
 - b. \$7,500 invoiced upon the beginning of each contract year for contract years two through five of the remainder of the Initial Term (defined below).

For clarity, the Annual Membership Fee is not a component of the grant and is therefore a cost paid to FranklinCovey by the School.

7. FranklinCovey-donated Student Materials (if applicable). Depending on the funding supporting this grant, student materials may be donated by FranklinCovey. If donated, FranklinCovey agrees to provide student materials as described in Exhibit D. These materials are provided as a one-time award during the first year

of the grant agreement, and were made available through FranklinCovey's commitment to donate one student activity guide/journal for each 7 Habits Signature 4.0 Participant Kit sold.

- C. **Facilities.** School shall be responsible for providing an appropriate classroom for TLIM Solution training and to furnish the classroom with audio/visual equipment required by FranklinCovey and all costs associated therewith.
- D. **Scheduled Training Cancellation/Reschedule Fees.** In an effort to keep travel costs down, School agrees to provide thirty (30) days written notice (email sufficient) to schedule a FranklinCovey consultant to deliver a TLIM Solution session. If School provides fewer than thirty (30) days' written notice, School agrees to pay FranklinCovey for all travel costs that exceed the amount allocated for travel under the grant. Further, fifteen (15) calendar days' notice is required to cancel or reschedule a TLIM Solution session. If School provides fewer than fifteen days' notice, School will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consulting fee to cover FranklinCovey's costs incurred. School will not be assessed a cancellation/rescheduling fee for any TLIM Solution session canceled or rescheduled by FranklinCovey.
- E. **Substitution of Instructor.** If for any reason the scheduled FranklinCovey instructor is unable to conduct a particular TLIM Solution session, FranklinCovey will provide a substitute instructor or, at School's option, reschedule the TLIM Solution session.
- F. **Copyright.** FranklinCovey owns or controls all intellectual property rights, proprietary rights and copyrights to all of the TLIM Solution concepts and materials including, but not limited to, the materials described in the attached Exhibit C and all derivative works (the "**Materials**") and any documentation, images, animation, sound, music and text on the Site. Unless otherwise provided herein, any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification or revisions of any Materials, concepts or any portion thereof is expressly prohibited and shall constitute a breach of this Agreement. Additionally, School shall not (nor permit anyone else) to reverse engineer, decompile disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of any software used with the Site. Nothing in this Agreement implies a grant of license for School to use the Materials outside of the scope of this Agreement. The Materials are intended for individual use only and are not for resale.
- G. **Additional Materials.** If School wishes to purchase additional Materials not covered by the grant Materials described in Exhibit C, School may contact FranklinCovey to order such additional Materials at FranklinCovey's then current price. FranklinCovey shall invoice School, and School shall pay the invoiced amount in accordance with Section B above. School shall also be responsible for shipping/handling charges.
- H. **TLIM Online and Intellectual Property License.** Teachers and/or staff of School ("Users") are entitled to access "The Leader in Me Online" protected site of FranklinCovey's Leader in Me website (the "TLIM Online") located at www.leaderinme.org and receive a limited license to use certain FranklinCovey intellectual property as defined in this Section.
- a. **Grant of Rights To TLIM Online:** FranklinCovey hereby grants School, a limited, non-exclusive, non-transferable, revocable license for Users, for whom an annual license fee has been paid, to access the TLIM Online. Access to the TLIM Online shall be available only to Users, who will receive a unique registration code from an authorized representative of School (e.g. Principal) prior to logging into the site. School and Users agree not to make the TLIM Online available in any manner to individuals who are not a party to this Agreement or to the general public and specifically students. The TLIM Online is provided for the benefit of Users only who have paid a license fee for this site. FranklinCovey will not provide technical support to School and Users or be liable in the event the TLIM Online or related technology fails. Users agree to accept the terms and conditions of the TLIM Online site.
- b. **Intellectual Property License:** FranklinCovey hereby grants to the School, a limited, non-exclusive license (the "License"), to use the FC IP (defined below) within School only in connection with the delivery or promotion of FranklinCovey's The Leader in Me® solution within its school. For clarity, the FC IP may be

used with, but not meant to be limiting, lesson plans, bulletin boards, posters, tee shirts, pins and songs and other similar uses, excluding planners/agendas, unless purchased through Premier, a division of School Specialty. Further, School shall not use a FranklinCovey trademark, such as "The Leader in Me®," in or as a domain name. The License to the FC IP shall not be sublicensed, assigned, or transferred by School. All works created by School, using the FC IP shall be deemed derivative work ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the license granted herein. The "FC IP" shall mean The Leader in Me trademarks and copyrighted materials provided to the school by FranklinCovey, including The 7 Habits®. School shall effectively communicate to its staff, employees, teachers and anyone else who may have access to or receive the FC IP, that such FC IP is copyright-protected and the proprietary property of FranklinCovey, and that neither School nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) the FC IP and any Derivative Works created by School or its employees except as expressly provided for herein. The FC IP is for the benefit of School for use within its school only.

- I. **Leader in Me Notifications.** FranklinCovey may send to teachers, staff and employees via email or other means, promotional materials, product updates, upcoming events and other information pertinent to The Leader in Me process. Anyone receiving such information may opt out at any time.
- J. **Term.** The term of this Agreement is for five (5) years (the "**Term**"). Upon the implementation of Year 1 Components, and if applicable, Year 2 and/or Year 3 Components, Sponsor shall have no further financial obligations pursuant to this Agreement whatsoever. By signing this Agreement and thereby accepting any portion of Sponsor's Year 1 and/or Years 2-3 Component grant, School is obligated to fulfill all School Performance Requirements listed in Section A and to fulfill its financial commitment outlined in Section B, Paragraph 3 each year for the full 5-year Term. These contractual obligations to Sponsor remain binding whether or not School qualifies for a Year 2 or Year 3 Component grant.

School may be released from the Annual Membership only if there is a change in state or local laws which affect the funds appropriated for the deliverables covered under this Agreement. In such case, School shall inform FranklinCovey and Sponsor in writing of the change in the law and shall work in earnest to develop alternative sources of funding within the district or community to fulfill its obligation.

School shall be responsible for informing its district of the requirements described in this Section and ensuring it has received legal approval.

- K. **Recordings.** Unless otherwise agreed upon in writing by FranklinCovey, School shall not make or allow to be made any audio and/or video recordings of the TLIM Solution. School shall inform the audience and otherwise take reasonable actions to insure that no recordings of the TLIM Solution are made.
- L. **Participant Materials Returned.** Customized products, online profiles, online learning modules, and personal coaching sessions purchased in learning bundles are not eligible for refund. Software products must be returned within fourteen (14) days of purchase or TLIM Solution training date in the original, unopened packaging for refund. All Materials carry an unconditional guarantee against any manufacturing defect for one (1) full year.
- M. **Limitation of Liability.** NEITHER FRANKLINCOVEY NOR ITS LICENSORS MAKE ANY WARRANTY, GUARANTEE OR REPRESENTATION EITHER EXPRESS OR IMPLIED 1) REGARDING THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE, OR 2) THAT CERTAIN RESULTS MAY BE OBTAINED IN CONNECTION WITH THE USE OF THE SITE. NEITHER FRANKLINCOVEY NOR ITS LICENSORS ASSUME ANY RESPONSIBILITY FOR ANY DAMAGE OR LOSS CAUSED BY THE USE OR MISUSE OF THE SITE OR THE USE OR MISUSE OF ANY THIRD PARTY OR SCHOOL'S SOFTWARE, HARDWARE OR SYSTEMS. NEITHER FRANKLINCOVEY NOR ITS LICENSORS SHALL BE LIABLE TO SCHOOL FOR ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING FROM THE SITE PROVIDED HEREUNDER. FRANKLINCOVEY'S AGGREGATE LIABILITY TO

SCHOOL IN RELATION TO ANY CLAIMS ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO FRANKLINCovey UNDER THIS AGREEMENT.

N. Indemnification of Sponsor.

1. Except for Sponsor's commitment to fund as specifically set forth in Paragraph 2 of Section B, above, and if Year 2 or Year 3 Components grant is awarded, Sponsor's commitment to fund as set forth in Paragraphs 4 and 5 of Section B, above, FranklinCovey shall indemnify, defend and hold Sponsor, its directors, employees and agents, harmless from and against any and all claims, actions, suits, proceedings, losses, damages, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees) ("**Claims**") related to or arising from FranklinCovey's breach of its duties, obligations or representations under this Agreement or that may be made or claimed by anyone for injuries to persons or damage to property, resulting from acts or omissions of FranklinCovey or its employees or agents; or by any employees of, or subcontractors used by, FranklinCovey for injuries or damages claimed under workmen's compensation or similar acts. FranklinCovey shall defend Sponsor against any such liability, claim or demand should Sponsor so request. Sponsor agrees to notify FranklinCovey of any written claims or demands made against Sponsor for which FranklinCovey may be liable hereunder.
2. Except for Sponsor's commitment to fund as specifically set forth in Paragraph 2 of Section B, above, and if Year 2 or Year 3 Components grant is awarded, Sponsor's commitment to fund as set forth in Paragraphs 4 and 5 of Section B, above, School shall indemnify, defend and hold Sponsor, its directors, employees and agents, harmless from and against any and all Claims related to or arising from School's breach of its duties, obligations or representations under this Agreement or that may be made or claimed by anyone for injuries to persons or damage to property, resulting from acts or omissions of School or its employees or agents; or by any employees of, or subcontractors used by, School for injuries or damages claimed under workmen's compensation or similar acts. School shall defend Sponsor against any such liability, claim or demand should Sponsor so request. Sponsor agrees to notify School of any written claims or demands made against Sponsor for which School may be liable hereunder.

O. Entire Agreement. This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.

P. Modification of Agreement. All amendments or modifications to this Agreement must be in writing signed by the parties hereto.

Q. Binding Authority. The person executing this Agreement on behalf of School, Sponsor and FranklinCovey, warrants they have the authority to bind School, Sponsor and FranklinCovey, respectively.

R. Affirmative Action/Equal Opportunity Employer. FranklinCovey complies with the EEO clause of EO 11246, as amended, and 41 CFR 60-741.4 and 41 CFR 60-250.4.

S. Force Majeure. No party shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of the parties.

T. Governing Law. This Agreement shall be governed in accordance with the laws of the State of Utah. In the event that any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, whether or not any suit is filed.

U. Compliance with State and Local Laws. School hereby accepts sole responsibility for its compliance with all state and local laws, including but not limited to laws relating to purchasing, contracting, taxes, authorizations, bonding and so forth.

- V. **Compliance with Charitable Organizations Laws.** Sponsor is a nonprofit Utah corporation, exempt from federal income taxation under Section 501(a) of the Internal Revenue Code ("**Code**") and described as a private foundation under Section 501(c)(3) of the Code. As such, Sponsor is in all instances subject to, and must comply with, (a) the Code and related Treasury Regulations, interpretations of those authorities by the Internal Revenue Service and courts of competent jurisdiction, and (b) the Utah Revised Nonprofit Corporation Act (collectively, the "**Charitable Organizations Laws**"). As a material and necessary inducement for Sponsor to enter into this Agreement, FranklinCovey and School agree that the performance, interpretation and enforcement of this Agreement shall at all times be governed by, and subject to, the Charitable Organizations Laws (including without limiting the foregoing prohibitions contained therein with respect to prohibited transactions or prohibited private benefits or private inurements). Further, if and to the extent of a determination of counsel to the sponsor or determination, ruling or assessment by the Internal Revenue Service or other authority of competent jurisdiction that any term or condition of this Agreement violates the Charitable Organizations Laws, notwithstanding anything to the contrary in this Agreement, this Agreement shall be, and hereby is, amended and reformed, whether retroactively or currently, to the extent required or necessary to ensure compliance with such Charitable Organizations Laws.
- W. **Enforceability.** Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions shall be given effect separately therefrom and shall not be affected thereby.
- X. **Counterparts.** This Agreement may be executed in counterparts, and delivered by facsimile or other electronic means, in which case all such counterparts shall constitute one and the same agreement.
- Y. **Authorized Disclosure.** School and FranklinCovey hereby authorize Sponsor to provide an executed copy of this Agreement to donors of Sponsor in order to provide such donors with evidence of the relationship and duties of the parties hereto.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement by their duly authorized representatives to be effective as of the date set forth above.

FRANKLIN COVEY CLIENT SALES, INC.

Name: John Amador

Title: Client Services Manager

Signature: _____



GILMORE LANE ELEMENTARY SCHOOL

Name: Samuel Cowan II

Title: Principal

Signature: _____

Name: Dr. Donna Hargens

Title: Superintendent, JCPS

Signature: _____

LEADER.ORG

Name: Sonya Warner

Title: Grant Manager

Signature: _____

EXHIBIT A

Lighthouse Milestone Criteria



SEE Core Paradigms	Paradigm of Leadership		Paradigm of Potential		Paradigm of Change		Paradigm of Motivation		Paradigm of Education	
	NOT THIS	BUT THIS	NOT THIS	BUT THIS	NOT THIS	BUT THIS	NOT THIS	BUT THIS	NOT THIS	BUT THIS
	Leadership is for the few.	Everyone can be a leader.	A few people are gifted.	Everyone has genius.	To improve schools, the system needs to change first.	Change starts with me.	Educators control and direct student learning.	Educators empower students to lead their own learning.	Focus solely on academic achievement.	Develop the whole person.

DO Highly Effective Practices	Teach Leadership Principles	Create a Leadership Culture	Align Academic Systems
	Professional Learning <ul style="list-style-type: none"> Ongoing Staff Learning New-Staff Learning Principal Learning and Modeling Student Learning <ul style="list-style-type: none"> Direct Lessons Integrated Approaches Modeling Family Learning <ul style="list-style-type: none"> Family Communication 7 Habits Training for Families Student Teaching at Home 	Leadership Environment <ul style="list-style-type: none"> Physical Environment (See) Common Language (Hear) Emotional Environment (Feel) Shared Leadership <ul style="list-style-type: none"> Student Leadership Roles Student Voice Active Lighthouse Teams Leadership Events <ul style="list-style-type: none"> Schoolwide Events Classroom Events Family & Community Events 	Schoolwide Goal Achievement <ul style="list-style-type: none"> School Goals Team Goals Staff Goals Student-Led Achievement <ul style="list-style-type: none"> Student Goals Leadership Notebooks Student-Led Conferences Empowering Instruction <ul style="list-style-type: none"> Teacher Planning and Reflection Collaborative Protocols Student-Led Learning
	Leadership	Culture	Academics

EXHIBIT B
School's Annual Financial Commitment

Year		School's Annual Membership Fee (Payable to FranklinCovey)
	The Leader in Me Annual Membership	\$7,500.00
1	Total	\$7,500.00
	The Leader in Me Annual Membership	\$7,500.00
2	Total	\$7,500.00
	The Leader in Me Annual Membership	\$7,500.00
3	Total	\$7,500.00
	The Leader in Me Annual Membership	\$7,500.00
4	Total	\$7,500.00
	The Leader in Me Annual Membership	\$7,500.00
5	Total	\$7,500.00

EXHIBIT C
Grant Components

NOTES:

1. We are pleased to sponsor the services and materials as shown in this exhibit, which are based on your application and the numbers you provided. By necessity these numbers remain fixed, and we will not be able to accommodate changes. If you desire additional services or materials, we invite you to contact your FranklinCovey Client Partner to place an order, the costs for which you will naturally be responsible.

2. Should you choose to configure or time the delivery of these components in ways that increase the cost of delivering these components (for instance breaking the 7 Habits / Launching Leadership training into three, NON-consecutive days), you will be responsible to cover the extra costs. Please work carefully with FranklinCovey to manage these costs, particularly the variable travel and shipping costs.

3. Sales taxes, if applicable, are not included in these estimates but will be covered by Sponsor.

Year 1		
7 Habits 4.0 / Launching Leadership (req'd as 3 consecutive days by Dec 31, 2017)		
	Quantity	Total
Consultant Days - 7 Habits Signature 4.0	2	\$5,200.00
Consultant Days - Launching Leadership	1	\$2,600.00
Total Consultant Days	3	\$7,800.00
TLIM Lev K Teacher Ed 2.0 (1 per teacher)	2	\$51.90
TLIM Lev 1 Teacher Ed 2.0 (1 per teacher)	2	\$51.90
TLIM Lev 2 Teacher Ed 2.0 (1 per teacher)	2	\$51.90
TLIM Lev 3 Teacher Ed 2.0 (1 per teacher)	2	\$51.90
TLIM Lev 4 Teacher Ed 2.0 (1 per teacher)	2	\$51.90
TLIM Lev 5 Teacher Ed 2.0 (1 per teacher)	2	\$51.90
Total Teacher/Staff Guides		\$311.40
7 Habits of Happy Kids book (if Elementary or PreK-8 school = 1 per elementary/General classroom; if Middle school = 0)	22	\$253.00
7 Habits of Happy Kids poster set (if Elementary or PreK-8 school = 1 per elementary/General classroom; if Middle school = 0)	22	\$548.90
7 Habits Tree Poster (if Elementary or PreK-8 school = 1 per elementary/General classroom; if Middle school = 0)	22	\$242.00
Total Classroom Materials		\$1,043.90
The Leader in Me book - 2nd Ed. (1 per Non-teach staff + 10% of Teachers)	16	\$160.00
7 Habits 4.0 Participant Manual (1 per Total Staff--unless the school previously had 7HSig)	47	\$4,465.00
Launching Leadership TLIM Field Guide (unless school previously had Launching Leadership, if Elementary = 1 per Total Staff; if PreK-8 = 1 per elementary/General/non-teaching staff; if Middle or High school = 0)	47	\$940.00

7 Habits of Highly Effective People book (1 per Total Staff--unless the school previously had 7HSig)	47	\$340.75
Total Other Materials		\$5,905.75
Subtotal - Fixed		\$15,061.05
Travel Cap (costs exceeding Travel Budget [below] may be covered up to Travel Cap by Sponsor; this number is NOT included in grant estimates)	3	\$1,600.00
Travel Budget		\$1,120.00
Shipping		\$196.53
Subtotal - Variable (Estimate)		\$1,316.53
		\$16,377.58

Creating Culture (1 day - by Dec 31, 2017)		
	Quantity	Total
Consultant Days - Creating Culture	1	\$2,600.00
Total Consultant Days	1	\$2,600.00
Creating Culture TLIM Field Guide (unless school previously had Creating Culture or Impl. 1, if Elementary = 1 per Total Staff; if K-8 = 1 per Grades preK-5/General/non-teaching staff; if Middle or High school = 0)	47	\$940.00
Total Teacher/Staff Guides		\$940.00
Subtotal - Fixed		\$3,540.00
Travel Cap (costs exceeding Travel Budget [below] may be covered up to Travel Cap by Sponsor; this number is NOT included in grant estimates)	1	\$1,200.00
Travel Budget		\$840.00
Shipping		\$73.71
Subtotal - Variable (Estimate)		\$913.71
		\$4,453.71

Coaching Day - Year 1		
	Quantity	Total
Coach Day	1	\$2,600.00
Subtotal - Fixed	1	\$2,600.00
Travel Cap (costs exceeding Travel Budget [below] may be covered up to Travel Cap by Sponsor; this number is NOT included in grant estimates)	1	\$1,200.00
Travel Budget		\$840.00
Subtotal - Variable (Estimate)		\$840.00
		\$3,440.00

Year 2		
Aligning Academics (1 day by Dec 31, 2018)		

	Quantity	Total
Consultant Days - Aligning Academics	1	\$2,600.00
Total Consultant Days	1	\$2,600.00
Aligning Academics TLIM Field Guide (if Elementary school = 1 per elementary/General teacher + 5 extra; if PreK-8 school = 1 per Grades preK-5/General teacher + 5 extra; if Middle school = 0)	39	\$780.00
Total Teacher/Staff Guides		\$780.00
Subtotal - Fixed		\$3,380.00
Travel Cap (costs exceeding Travel Budget [below] may be covered up to Travel Cap by Sponsor; this number is NOT included in grant estimates)	1	\$1,200.00
Travel Budget		\$840.00
Shipping		\$39.01
Subtotal - Variable (Estimate)		\$879.01
		\$4,259.01

Coaching Day - Year 2		
	Quantity	Total
Coach Day	1	\$2,600.00
Subtotal - Fixed	1	\$2,600.00
Travel Cap (costs exceeding Travel Budget [below] may be covered up to Travel Cap by Sponsor; this number is NOT included in grant estimates)	1	\$1,200.00
Travel Budget		\$840.00
Subtotal - Variable (Estimate)		\$840.00
		\$3,440.00

Year 3		
Empowering Instruction (1 day by Dec 31, 2019)		
	Quantity	Total
Consultant Days - Empowering Instruction	1	\$2,600.00
Total Consultant Days	1	\$2,600.00
Empowering Instruction Field Guide (1 per classroom/general teacher +5 extra)	39	\$780.00
Subtotal - Fixed		\$3,380.00
Travel Cap (costs exceeding Travel Budget [below] may be covered up to Travel Cap by Sponsor; this number is NOT included in grant estimates)	1	\$1,200.00
Travel Budget		\$840.00
Shipping		\$39.01
Subtotal - Variable (Estimate)		\$879.01
		\$4,259.01

Totals	
Year 1 - Foundation Contribution	\$24,271.29
Year 2 - Potential Foundation Contribution	\$7,699.01
Year 3 - Potential Foundation Contribution	\$4,259.01
Grant Total - Foundation Total Contribution	\$36,229.31

EXHIBIT D
FranklinCovey Donated Student Materials

NOTES:

1. FranklinCovey is pleased to announce a one-time donation of one year's worth of TLIM Student Materials (as shown in this exhibit). This is made possible by the company's policy of donating one student workbook for every 7 Habits Signature 4.0 Participant Kit sold worldwide.
2. The Student Materials shown in this exhibit are based on your application and the numbers you provided to Leader.org. By necessity these numbers remain fixed. If you desire additional services or materials, we invite you to contact your FranklinCovey Client Partner to place an order, the costs for which you will naturally be responsible.

FC Donated Student Materials		
	Quantity	Total
TLIM Lev K Student Act Gd 2.0 (1 per student)	50	\$250.00
TLIM Lev 1 Student Act Gd 2.0 (1 per student)	50	\$250.00
TLIM Lev 2 Student Act Gd 2.0 (1 per student)	58	\$290.00
TLIM Lev 3 Student Act Gd 2.0 (1 per student)	50	\$250.00
TLIM Lev 4 Student Act Gd 2.0 (1 per student)	64	\$320.00
TLIM Lev 5 Student Act Gd 2.0 (1 per student)	54	\$270.00
Total Donated Student Guides Fixed Cost Estimate		\$1,630.00
Shipping (for Donated Materials)		\$73.71
Total FC Donation Estimate		\$1,703.71