

Kenton County School District | *It's about ALL kids.*

**THE KENTON COUNTY BOARD OF  
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY  
41017

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WEBSITE: [www.kenton.kyschools.us](http://www.kenton.kyschools.us)

Dr. Henry Webb, Superintendent of Schools

**KCSD ISSUE PAPER**

**DATE:**

April 20, 2018

**AGENDA ITEM (ACTION ITEM):**

Consider/Approve Simon Kenton is seeking approval for !LEAD to present curriculum to business classes.

**APPLICABLE BOARD POLICY:**

01.1 Legal Status of the Board

**HISTORY/BACKGROUND:**

!LEAD is a 16 hour intensive training program extending business curriculum and educational benefit. iLEAD interactive presentations will be given twice weekly in the classroom with content directly aligned to core content of business education.

**FISCAL/BUDGETARY IMPACT:**

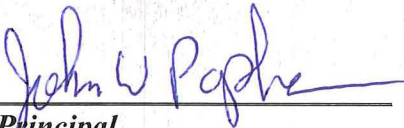
This will be no charge for this Beta Test.

**RECOMMENDATION:**


Approve Simon Kenton to use the !LEAD curriculum.

**CONTACT PERSON:**

Phoebe Swank

  
Principal

  
District Administrator

  
Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal—complete, print, sign and send to your Director. Director—if approved, sign and put in the Superintendent's mailbox.

**Kenton County Board of Education**

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Joshua Crabtree, Esq. Carla Egan Jessica Jehn  
"The Kenton County Board of Education provides *Equal Education & Employment Opportunities.*"

## **!LEAD SERVICES AGREEMENT**

This Services Agreement (this "Agreement") is made and entered into as of 27 March, 2018 ("Effective Date") by and between !LEAD, an Ohio nonprofit corporation ("!LEAD"), and [\_\_\_\_], a [\_\_\_\_] [limited liability company/corporation] ("School") (each a "Party" and collectively, "Parties").

### **BACKGROUND**

A. !LEAD's mission is to empower young people to be the leaders of their lives through an innovative program that utilizes an interactive training model to prepare them to take on life's challenges with strength and courage (the "Program").

B. School desires to retain !LEAD to provide the Program to students at the School, on the terms and conditions that follow.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the promises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **SERVICES.** !LEAD will provide the Program to School by performing the Services outlined in Schedule A, and such other services agreed upon by !LEAD from time to time (collectively the "Services"). School will provide those items outlined in Schedule A to allow !LEAD to perform the Services, including obtaining a Photo and Audiovisual Release ("Release") in the form attached as Exhibit A for each student participating in the Program. If School cannot obtain a Release for some students, School and !LEAD will work together to accommodate the student's participation in the Program.

2. **COMPENSATION.** For the Services to be performed hereunder, the School will pay to !LEAD a fee determined in accordance with the fee schedule set out in Schedule A. Unless otherwise provided in Schedule A, said fee will be payable within thirty days of receipt by the School of an invoice from !LEAD accompanied by documentation reasonably requested by the School evidencing all charges.

3. **RELATIONSHIP CREATED.** The Parties acknowledge and agree that !LEAD is not an agent or employee of the School for any purpose whatsoever, but is an independent contractor under the terms of this Agreement. !LEAD has exclusive control of the manner, means, and details of its performance under this Agreement, as well as that of its employees, agents, and licensees.

4. **INTELLECTUAL PROPERTY.** !LEAD retains all right, title, and interest in any invention, technique, process, device, discovery, improvement or know-how, whether patentable or not, hereafter made or conceived solely or jointly by !LEAD in performance of the Services. All writings or works of authorship, including, without

limitation, program codes or documentation, produced or authored by !LEAD in the course of performing the Services, together with any associated copyrights, are the exclusive property of !LEAD and are explicitly NOT works made for hire or the property of the School.

5. **CONFIDENTIALITY.** Each Party acknowledges that the other respective Party maintains certain confidential information relating to its business and its students, including but not limited to protected trade secrets, student and client lists, contact information, personal information of students and customers, and other proprietary and confidential information (collectively, "**Confidential Information**"). During the term of this Agreement and indefinitely thereafter, neither party shall, directly or indirectly, reproduce, publish, disclose, use (except in the case of performing Services hereunder during the term of this Agreement), reveal, show or otherwise communicate to any person or entity any Confidential Information of the disclosing party ("**Disclosing Party**") (or its customers/students) unless specifically directed to do so by the Disclosing Party. Without limitation to the foregoing, in the event that a party receives Confidential Information from a Disclosing Party ("**Receiving Party**"), such Receiving Party agrees to (i) use appropriate safeguards to prevent the unauthorized or wrongful use or disclosure of Confidential Information; and (ii) notify the Disclosing Party immediately of any unauthorized or wrongful disclosure or use of Confidential Information. The covenant in this Section has no temporal, geographical or territorial restriction or limitation, and it applies wherever the Parties may be located. Upon the termination or expiration of this Agreement, all documents containing or referring to Confidential Information in the Receiving Party's possession or under its control shall be delivered to the Disclosing Party immediately, with no request being required.

6. **TERM AND TERMINATION.** The term of this Agreement will begin upon the Effective Date. This Agreement will remain in force until the Program End Date set forth on **Schedule A** or until terminated, and may be terminated at any time for any reason by either Party upon the delivery of a written notice of termination to the other Party at least 7 calendar days prior to the Program Start Date set forth on **Schedule A**. The termination of this Agreement will not affect the Parties continuing obligations under this Agreement, including School's obligation to pay any fees.

7. **INDEMNIFICATION.** School will indemnify and defend !LEAD, including its employees and agents, against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including professional fees and reasonable attorneys' fees, that are incurred by !LEAD in any claim or dispute by a third party arising out of !LEAD's performance of the Services or this Agreement.

8. **FORCE MAJEURE.** Neither Party to this Agreement will be responsible or liable for delay in the performance of, or failure to perform, any provision or part of this Agreement during the period of delay or failure to perform when such delay or failure is due to any cause beyond its/his control, such as, but not limited to, fire, flood, strike, other industrial disturbance, scarcity of labor or transportation, breakage of machinery, unavoidable accident, war, riot, storm, earthquake, act of terrorism, explosion, embargo,

inability to obtain materials, fuel or products, transportation controls, governmental action, or act of nature.

9. MISCELLANEOUS. This Agreement is governed by the laws of the State of Ohio without regard to principles of conflict of laws.

(a) All notices, consents, waivers, and other communications required or permitted under this Agreement will be in writing and will be deemed given to a Party when sent by facsimile with telephonic confirmation or electronic mail.

(b) If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable.

(c) This Agreement constitutes the sole and entire agreement between or among the Parties to this Agreement with respect to the subject matter hereof, and supersedes all prior agreements, whether written or oral.

(d) This Agreement cannot be assigned without the prior written consent of the other Party.


(e) This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile, DocuSign, or electronic mail transmission constitutes effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, DocuSign, or electronic mail are deemed to be their original signatures for all purposes.

(f) The waiver by the School or !LEAD of a breach of any provision of this Agreement will not be regarded as a waiver of any subsequent breach by either the School or !LEAD.

[signature page follows]

**IN WITNESS WHEREOF**, the Parties have entered into and executed this Agreement as of the date first set forth above.

**!LEAD**

By:   
Name: Riley O'Grady  
Title: President

**SCHOOL:**

[\_\_\_\_\_]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



## SCHEDULE A

### Services

|                                  |  |
|----------------------------------|--|
| <b>Program Start Date:</b>       | March 27 at 11:04am  |
| <b>Program End Date:</b>         | May 31 at 12:34pm  |
| <b>Services:</b>                 | <p>Phoebe Swank's class that meets from 11:04-12:34 will receive !LEAD Training on the following agreed upon days:</p> <p>3/27, 3/29, 4/3, 4/5, 4/17, 4/19, 4/24, 4/26, 5/1, 5/3, 5/8, 5/10, 5/15, 5/17, 5/24, &amp; 5/29</p> <p>* 5/31: Round Table Meeting</p> <p>Students will receive certificates of accomplishment at the end of training. Volunteer student leaders will receive special certificates for their leadership roles.</p> <p>All teachers and principals involved in the !LEAD Training will receive results of the pre/post-tests and are encourage to provide feedback during and after !LEAD training.</p>                   |
| <b>To be provided by School:</b> | <p>Simon Kenton High School will provide:</p> <ul style="list-style-type: none"> <li>• Access to a classroom space to conduct !LEAD training</li> <li>• Students to participate in the training</li> <li>• Ability to print handouts for students when necessary</li> <li>• All teachers, principals, and student leaders directly involved in !LEAD training will participate in a one hour round-table discussion after the conclusion of training and before the end of the school year in which !LEAD will share the results of the pre/post-test and feedback will be given on how the training went and future changes/direction.</li> </ul> |
| <b>Fees:</b>                     | <p>\$0.00</p> <p>The Parties agree that although the School is not paying money for the Services, there are sufficient obligations on each Party in this Agreement that constitute consideration, making this Agreement a binding contract.</p>  |



Riley O'Grady, !LEAD CEO

## Who We Are:

After college Riley worked as a high school teacher. This is where she noticed that students were not always equipped with the tools they needed to be successful after high school. Interested in solving this problem she worked as a researcher at Miami University and found that professors had made important research discoveries but they were not actively being applied to benefit the general population. !LEAD is a marriage between the skills and knowledge of professors and professionals and motivated and engaging young professionals who implement our program in high schools, vocational schools, and colleges. Our board is still growing but currently includes:

- ✓ **Coach Hank Bias:** Prior teacher who also trained personally under Coach Wooden
- ✓ **Dr. Kathryn Johnson:** Psychotherapist and corporate trainer/DiSC specialist
- ✓ **Dr. Dennis O'Grady:** Communication Specialist and Creator of the Talk2Me Communication System

Join our mission  
to prepare  
young people  
for success:

Many people have the technical skills needed for a career- few have the interpersonal skills that are linked to landing a dream job.

*Why only invest in one  
side of the coin?*

'Soft Skills' are often the differentiating factor in success, not only in the workplace but also within people's personal lives. !LEAD is a proactive process that provides young people with tools that can be used to foster future personal, relational, and career success.



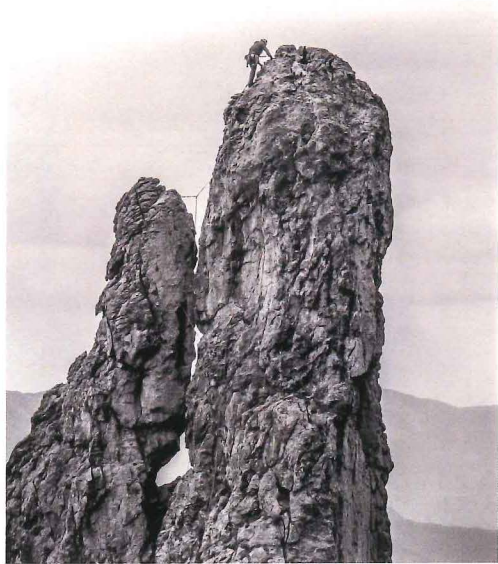
### CONTACT US:

[www.ilead.training](http://www.ilead.training)  
[riley@ilead.training](mailto:riley@ilead.training)  
937694-4733



**!LEAD:**  
*Training for  
Success*





## Setting the Bar High:

*"We are on a mission to empower young people to be the leaders of their lives through an innovative program that utilizes an interactive training model to prepare them to kick-butt in life and take on life's challenges with strength and courage."*

## Join Us:

Be among the first to test our program and see direct benefits. The Beta Test is a 16 hour intensive training program that extends your school's curriculum and educational benefit without imposing additional work on teachers and staff members.

*Register your school:  
[ilead.training/sign-up](http://ilead.training/sign-up)*

## Real World Benefits:

Our program is research-based to make sure it will make a substantial difference in young people's lives. We conduct pre/post training evaluations and feedback and continuously modify our program to make it the best it can be. Some key benefits that can be expected include:

- ✓ *Knowledge of the top skills needed to stand out in a competitive job market*
- ✓ *Increase chances of advancing up the corporate ladder*
- ✓ *Grow confidence, interpersonal skills, and business savvy skills*



## Beta Test Program Topics:

### Communication:

- ✓ Basics of Communication
- ✓ Active Listening
- ✓ Nonverbal Communication
- ✓ Talk2Me© Communication System
- ✓ Public Speaking

### Career Readiness:

- ✓ Secrets to Success
- ✓ Interviewing Skills
- ✓ Resume Writing
- ✓ Finding a Career
- ✓ Internships & Job Shadowing
- ✓ Entrepreneurship
- ✓ Financial Skills
- ✓ Electronics

### Personal Growth:

- ✓ Personality & You
- ✓ GRIT & Resiliency
- ✓ Time Management
- ✓ Stress/Anger Management
- ✓ Fulfilling Goals
- ✓ Problem Solving
- ✓ Habits

### Leadership:

- ✓ Leadership Introduction
- ✓ Teamwork
- ✓ Positive Friendships
- ✓ Servant Leadership
- ✓ Emotional Intelligence
- ✓ Who You are as a Leader