



Leader in Me® Agreement

This Leader in Me Agreement ("Agreement") is entered into as of the date given below (the "Effective Date") by and between Franklin Covey Client Sales, Inc., whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 ("FranklinCovey"), and the following organization ("Client"):

Organization: Goodridge Elementary
Address: 3330 Cougar Path Road
City, State, Zip: Hebron, Kentucky
41048

Contact Person: Jen Patrick
Telephone: (859) 334-4420
Email: jennifer.patrick@boone.kyschools.us

Details of Services and Materials

FranklinCovey shall provide Client the training, coaching, and materials (the "Services") to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table:

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
Membership and Coaching						
School Membership	5/31/2021	5/30/2022	5/31/2021	\$5,000.00	1	\$5,000.00
Implementation Coaching Subscription	5/31/2021	5/30/2022	5/31/2021	\$3,500.00	1	\$3,500.00
						\$8,500.00
Classroom Materials						
LIM Student Leadership Guides (Elementary Grades)			5/31/2021	\$6.50	613	\$3,984.50
Teacher Editions: LIM Student Leadership Guides			5/31/2021	\$42.00	29	\$1,218.00
Shipping – FedEx Ground			5/31/2021			\$280.36
						\$5,482.86
Core 1: Lighthouse Team 1						
Consultant Daily Rate	5/31/2021	5/30/2022	5/31/2021	\$3,500.00	1	\$3,500.00
Lighthouse Team Resource Guide			5/31/2021	\$40.00	10	\$400.00
Shipping – FedEx Ground			5/31/2021			\$52.04
						\$3,952.04
Core 1: 7 Habits Signature / Core 1 (Full Staff)						
Consultant Daily Rate	5/31/2021	5/30/2022	5/31/2021	\$3,500.00	2	\$7,000.00
7 Habits Signature Hardcover Guide			5/31/2021	\$99.00	88	\$8,712.00
Core 1 Participant Guide			5/31/2021	\$40.00	88	\$3,520.00
Shipping – FedEx Ground			5/31/2021			\$479.80
						\$19,711.80
Total Investment						\$37,646.70

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is any conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

IN WITNESS HEREOF, all Parties have executed the foregoing Agreement by their duly authorized representatives.

Franklin Covey Client Sales, Inc.**Goodridge Elementary**

Signature:	_____	Signature:	_____
Printed Name:	Kate Mayes	Printed Name:	_____
Title:	Client Service Coordinator	Title:	_____
		Effective Date:	_____

Terms and Conditions

Grant of Rights To Portal: FranklinCovey hereby grants Client a limited, non-exclusive, non-transferable, revocable license for Client teachers and/or staff for whom an annual license fee has been paid ("Users") to access the Leader in Me® Online portal ("Portal"). Access to the Portal shall be available only to Users. Users will receive a unique registration code from an authorized representative of Client (e.g., Principal) prior to logging into the Portal. Client and Users agree not to make the Portal available in any manner to the general public, non-parties to this Agreement, students, or any other individual who is not a User.

Intellectual Property License: FranklinCovey hereby grants to Client a limited, non-exclusive license (the "License") to use the FC IP (defined below) only in connection with the delivery or promotion of FranklinCovey's *Leader in Me* solution within Client's school. For clarity, and by way of example only, the FC IP may be used with lesson plans, bulletin boards, posters, tee shirts, pins, songs, and other similar uses. However, FC IP may not be used with planners/agendas, unless such planners/agendas are purchased through SDI Innovations. Further, Client 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 Client. All works created by Client using the FC IP shall be deemed derivative works ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the License granted herein. "FC IP" shall mean the Leader in Me trademarks and other materials provided to Client by FranklinCovey, including intellectual property associated with The 7 Habits®. Client 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- and/or trademark-protected and the proprietary property of FranklinCovey, and that neither Client 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 Client or its employees except as expressly provided for herein.

Measurable Results Assessment: The Leader in Me process includes a voluntary survey whereby staff, parents, and students are asked questions related to leadership, culture, and academics. An authorized person from Client 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, FranklinCovey will not permit disclosure outside of its own organization and it will take all commercially practicable measures to destroy PII when it is no longer needed. Survey results will be compiled in an aggregate form and shared with third parties, such as donors and sponsors. Survey results may also be used for research.

Leadership Development: Principals Development Track and Lighthouse Coordinator Development Track provide an opportunity for Users to attend professional development. Client is responsible for all travel expenses incurred by Users attending such professional development.

Scheduling a Consultant. Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

Cancellation/Rescheduling Fees. Fifteen (15) calendar days' notice is required to cancel or reschedule a scheduled consultant. If Client provides fewer than fifteen days' notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any consultant services canceled or rescheduled by FranklinCovey.

Term, Termination, and Events of Termination: The term of this Agreement shall commence on the Effective Date and terminate on the End Date identified in the table above. If Client terminates for convenience, FranklinCovey shall not refund any invoiced amounts. Either party may terminate this Agreement if the other party materially breaches the Agreement, and such material breach remains uncured after the non-breaching party has provided thirty (30) days' written notice of such breach. Upon termination of this Agreement for any reason, Client shall immediately (a) discontinue all use of the FC IP; and (b) discontinue all use of Derivative Works.

Payment Terms: FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-proratable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

Audio: Client is responsible for providing a conference line for live online Services, when needed. Such conference line is provided at Client's sole cost and expense.

Recordings: Client shall not make or allow to be made any audio and/or video recordings of the Services. Client shall inform the audience and otherwise take reasonable actions to ensure that no recordings of the Services are made.

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.

Copyright: FranklinCovey owns or controls all intellectual property rights, proprietary rights, and copyrights to all Services and materials provided for in this Agreement, and Client shall communicate the same to recipients of the Services ("Participants"). Client's and/or Participants' unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of the Services and/or materials, if applicable, shall constitute a breach of this Agreement and/or federal copyright law. Any materials provided for herein are intended for personal use only by Participants and are not for resale, distribution to a third-party, file sharing, or public display. Nothing in this Agreement implies a grant of license for Client to use the concepts and materials outside the scope of the Agreement.

Modification of Agreement: All amendments or modifications to this Agreement must be in writing and signed by the parties hereto. The person executing this Agreement on behalf of Client warrants that he/she is authorized to enter into this Agreement and has authority to bind Client.

Affirmative Action/Equal Opportunity Employer: FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Force Majeure: Neither Client nor FranklinCovey 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 Client or FranklinCovey.

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 the Agreement shall prevail.

Terms of Use

A. Terms of Use

This site is owned and operated by Franklin Covey Co. ("Franklin Covey"). These terms of use apply to and govern use by you and any authorized user of your account of this site, including all services provided therein and the Franklin Covey Forums ("site"). **Your use of this site signifies your agreement to be bound by these terms of use. If you do not agree to be bound by these terms of use, do not access or otherwise use this site.**

Franklin Covey reserves the right, at its sole discretion, to change, modify, add or remove any portion of this site or these terms of use, in whole or in part, at any time. Changes to these terms of use will be effective when posted. You agree to review these terms of use periodically to be aware of any changes. Your continued use of this site after any changes to these terms of use are posted will be considered acceptance of those changes. Before using this site, review the Franklin Covey Privacy Policy. In addition, when using particular Franklin Covey owned or operated services, you shall be subject to any posted guidelines or rules applicable to such services. All such guidelines or rules are hereby incorporated by reference into these Terms of Use.

1. USE OF THE SITE

Franklin Covey grants you a non-exclusive, non-transferable, limited right to access and use this site and the materials thereon for your personal use only, provided you comply fully with these Terms of Use. Franklin Covey reserves the right to screen and monitor content on the site and to remove content in its sole discretion.

You agree to the following with regard to your use of the site and Franklin Covey services offered thereon:

- Unless you are participating in an area of the site that requires or encourages anonymity, use your real name in online communications.
- You may not post or transmit any message which is libelous, defamatory or which discloses private or personal matters concerning any person. You may not post or transmit any message, data, image or program which may be deemed indecent, obscene or pornographic.

- You may not post or transmit any message, data, image or program that would violate the proper rights of others, including unlawful or copyrighted text, images or programs, trademarks or other confidential or proprietary information, or any other information used in an infringing fashion.
- You may not interfere with other users' use of the site.
- You may not post or transmit any file which contains viruses, worms, "Trojan horses" or any other contaminating or destructive features.
- **Member Login**
- **Start Your Journey**
- However, you may not post or transmit any message which is harmful, threatening, abusive or hateful.
- You may not post or transmit charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes. You may not post or transmit any advertising, promotional materials or any other solicitation of other users of the site for goods or services except in those areas (e.g., a classified bulletin board), if any, that are designated for such purpose.
- You may not use the facilities and capabilities of the service to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others.
- You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the site in any manner not expressly allowed for herein.
- Franklin Covey controls the operation of this site from its headquarters in Salt Lake City, Utah, in the United States of America, and makes no representation that these materials are appropriate or available for use in other locations. If you use this site from other locations, you are responsible for compliance with applicable local laws.

Franklin Covey reserves the right to take such action as it deems appropriate where the site is used to disseminate images, text or other information or media which Franklin Covey deems to be in violation of these Terms of Use.

2. USE BY MINORS

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Live Online Events

COVID-19 Response Center

Adult LHM

K-12 Solutions

Evidence

Contact Us

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9. TERMINATION

You understand and agree that Franklin Covey may, in its sole discretion and at any time, terminate your username and password, any account created on the site, or use of any forum, and discard and remove any content posted or submitted by you to any forum, for any reason. Franklin Covey may also, in its sole discretion and at any time, discontinue any forum or limit or restrict any users access thereto, for any reason. You understand and agree that Franklin Covey may take any one or more of these actions without prior notice to you. Should Franklin Covey take any of these actions, it may, in its sole discretion, immediately deactivate and/or delete any or all information about and concerning your account, including information submitted for registration on the site and submitted content. YOU UNDERSTAND AND AGREE THAT FRANKLIN COVEY SHALL NOT HAVE ANY LIABILITY TO YOU OR ANY OTHER PERSON FOR ANY TERMINATION OF YOUR ACCESS TO ANY FORUM AND/OR THE REMOVAL OF INFORMATION CONCERNING YOUR ACCOUNT.

10. COPYRIGHT OR INTELLECTUAL PROPERTY INFRINGEMENT



If you believe that your work has been made available on the site in a way that constitutes copyright infringement, or other intellectual property rights have been otherwise related in connection with the site, please provide Franklin Covey's Copyright Agent the following information:

Member Login

Start Your Journey

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright or other intellectual property interest;
2. a description of the copyrighted work or other intellectual property that you claim has been infringed;
3. a description of where the material that you claim is infringing is located within the Service;
4. your address, telephone number and e-mail address;
5. a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright or intellectual property owner, its agent or the law; and
6. a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright or intellectual property owner or authorized to act on the copyright or intellectual property owner's behalf.
7. You may not post or transmit charity requests, petitions for signatures, chain letters or letters relating to pyramid schemes. You may not post or transmit any advertising, promotional materials or any other solicitation of other users of the site for goods or services except in those areas (e.g., a classified bulletin board), if any, that are designated for such purpose.
8. You may not use the facilities and capabilities of the service to conduct any activity or solicit the performance of any illegal activity or other activity which infringes the rights of others.
9. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the site in any manner not expressly allowed for herein.
10. Franklin Covey controls the operation of this site from its headquarters in Salt Lake City, Utah, in the United States of America, and makes no representation that these materials are appropriate or available for use in other locations. If you use this site from other locations, you are responsible for compliance with applicable local laws.

Franklin Covey's Agent for Notice of Claims of copyright or other intellectual property infringement can be reached as follows:

Agent for Notice of Claims
Franklin Covey Co.
2200 West Parkway Blvd. MS 0213
Salt Lake City, UT 84119
Fax: (801) 817-8197
E-mail: legal@franklincovey.com

11. MISCELLANEOUS

These terms of use shall be governed by and construed in accordance with the laws of the State of Utah and the United States of America, without giving effect to any principles of conflicts of law. You agree that any action at law or in equity arising out of or relating to these terms shall be filed only in the state or federal courts located in Salt Lake City, Utah, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of any action relating to or arising out of your use of the site or this Agreement. In no event shall you be entitled to

B. Use of Franklin Covey Material

1. LICENSING

Multi-User licenses and other opportunities to purchase and use Franklin Covey copyrighted materials internally for training, teaching and dissemination are available by contacting Franklin Covey. To learn more about our licensing procedures, please call 888-868-1776.

2. PERMISSION

If you would like to use Franklin Covey materials other than for personal use on a limited basis, you must submit a completed Permission Request Form. Franklin Covey reviews each request on a case-by-case basis, and may or may not approve your request in its sole discretion. Please allow 4-6 weeks for your request to be processed.

If you are emailing your request from outside of the United States of America, please specify that it is an “International Permission Request” in the subject line to assist us in routing your request to the right person.

C. Other Information

1. UNSOLICITED SUGGESTIONS/FEEDBACK AND PRODUCT IDEAS

All unsolicited suggestions, feedback, and product ideas are submitted to Franklin Covey on a non-confidential basis. All submissions are subject to the User Submissions policy included above.

UNSOLICITED SUGGESTIONS/FEEDBACK: All suggestions may be submitted to feedback@franklincovey.com or leave a voicemail message at (801) 817-4100.

UNSOLICITED PRODUCT IDEAS: Franklin Covey is not accepting new product proposals at this time.

D. Contacts

For any additional questions concerning the terms specified on this page, contact Franklin Covey Legal Services or the Franklin Covey Webmaster:

Franklin Covey Co.
Attn: Director of Legal Services
2200 West Parkway Boulevard
Salt Lake City, UT 84119
(801) 817-5635
Fax: (801) 817-8197
E-mail: legal@franklincovey.com

Franklin Covey Webmaster
2200 West Parkway Boulevard
Salt Lake City, UT 84119
E-mail: webmaster@franklincovey.com