

**JEFFERSON COUNTY PUBLIC SCHOOLS
CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES**

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and Franklin Covey Company (hereinafter "Contractor"), with its principal place of business at 2200 Parkway Boulevard, Salt Lake City, UT 84119.

WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

ARTICLE I

Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

ARTICLE II

Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Contractor shall provide coaching services for 30 schools in order to implement the Leader in Me curriculum schoolwide for all students and in order to provide specialized experiences for students formally identified as gifted in leadership and creativity. Coaching at each school shall include three (3) full day site visits. Dates for all coaching shall be agreed upon by the Contractor and the Title IV Director. The cost shall be \$315,000.

Contractor shall provide professional development to all staff at 9 elementary schools on either Leader in Me Core – year 2 or Leader in Me Core - year 3 in order to understand how to integrate the

teaching of Leadership and Creativity into existing curricula as well as implement the Leader in Me Framework as aligned to district priorities. Each school shall receive 6 hours of onsite PD for all staff on dates agreed upon by the Contractor and the Title IV Director. The cost shall be \$56,700.

Contractor shall provide professional development to the Lighthouse Team (Principal, Lighthouse Team and Gifted Lead) at 9 elementary schools on Leader in Me Core – year 2 or Leader in Me Core - year 3 in order to understand how to integrate the teaching of Leadership and Creativity into existing curricula as well as implement the Leader in Me Framework as aligned to district priorities. Each school shall receive 6 hours of onsite PD on a date agreed upon by the Contractor and the Title IV Director. The cost shall be \$31,500.

Contractor shall provide professional development to all staff at 1 elementary school on Leader in Me Core – year 1 in order to understand how to integrate the teaching of Leadership and Creativity into existing curricula as well as implement the Leader in Me Framework as aligned to district priorities. Each school shall receive 12 hours of onsite PD for all staff on dates agreed upon by the Contractor and the Title IV Director. The cost shall be \$12,600.

Contractor shall provide professional development to the Lighthouse Team (Principal, Lighthouse Team and Gifted Lead) at 1 elementary school on Leader in Me Core – year 1 in order to understand how to integrate the teaching of Leadership and Creativity into existing curricula as well as implement the Leader in Me Framework as aligned to district priorities. Each school shall receive 6 hours of onsite PD on a date agreed upon by the Contractor and the Title IV Director. The cost shall be \$3,500.

Contractor shall provide professional development to all staff at 3 middle schools on Leader in Me Core – year 2 or Leader in Me - year 3 in order to understand how to integrate the teaching of Leadership and Creativity into existing curricula as well as implement the Leader in Me Framework as aligned to district priorities. Each school shall receive 6 hours of onsite PD for all staff on dates agreed upon by the Contractor and the Title IV Director. The cost shall be \$18,900.

Contractor shall provide professional development to the Lighthouse Team (Principal, Lighthouse Team and Gifted Lead) at 3 middle schools on Leader in Me Core – year 2 or year 3 in order to understand how to integrate the teaching of Leadership and Creativity into existing curricula as well as implement the Leader in Me Framework as aligned to district priorities. Each school shall receive 6 hours of onsite PD on a date agreed upon by the Contractor and the Title IV Director. The cost shall be \$10,500.

In the event that the Board determines that it is impractical or impossible for in-person services to occur, Contractor may provide these Services remotely using video conferencing technology as necessary. Contractor may also provide in person Services in a modular format over several days.

Schools to Receive Services Provided by Franklin Covey Client Sales, Inc. Contract is attached and incorporated herein by reference. Board shall agree to the additional provisions described in the attached Exhibit A incorporated herein by reference. To the extent there is a conflict between the terms of this Contract and the terms of Exhibit A, the terms of this Contract shall prevail.

ARTICLE III
Compensation

The Board shall pay Contractor the total amount stated below (hereinafter “Contract Amount”). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.

Contract Amount:	\$448,700.00
Progress Payments (if not applicable, insert N/A):	Within 30 days of approved invoice for services provided
Costs/Expenses (if not applicable insert N/A):	N/A
Fund Source:	Title IV

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on August 31, 2022 and shall complete the Services no later than June 30, 2023, unless this Contract is modified as provided in Article VIII.

ARTICLE V
Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written approval of the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor’s employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

Contractor agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any

person, firm, or corporation, including the Contractor himself, in connection with the performance of this Contract. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance of this Contract. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

ARTICLE VI Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

ARTICLE VII Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

ARTICLE VIII Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

ARTICLE IX Termination for Convenience of the Board

The Board may terminate this Contract in whole or in part at any time by giving written notice to Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before

the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

ARTICLE X
Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of five (5) days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE XI
Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

ARTICLE XII
Contractor's Work Product

Unless waived in writing by the Contract Administrator, the Board shall retain ownership in and the rights to any reports, research data, creative works, designs, recordings, graphical representations or other works of a similar nature (hereinafter "Works") produced or delivered by Contractor under this Contract. Contractor agrees that the Works are "works for hire" and Contractor assigns all right, title and interest in the Works to the Board.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior written approval of the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

ARTICLE XIII
Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

ARTICLE XIV
Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at

Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

ARTICLE XV
Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.
- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter, provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.
- H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of August 31, 2022.

Contractor's Social Security Number or Federal Tax ID Number:

JEFFERSON COUNTY BOARD OF
EDUCATION

Franklin Covey Client Sales, Inc.
CONTRACTOR

By: _____

By: *Michael Bettin*

Title: Martin A. Pollio, Ed.D.
Superintendent

Title: Michael Bettin
Director, Legal Services

Cabinet Member: Robert Moore

(Initials)

Jefferson County Public Schools
**NONCOMPETITIVE NEGOTIATION
DETERMINATION AND FINDING**

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent: _____

2. There is a single source for the items within a reasonable geographic area —

Explain why the vendor is a single source: _____

3. The contract is for the services of a licensed professional, education specialist, technician, or an artist —

State the type of service: Education Specialist

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis —

State the item(s): _____

5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience —

State the type(s) of item(s): _____

6. The contract is for replacement parts when the need cannot be reasonably anticipated and stockpiling is not feasible —

State the item(s): _____

7. The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location: _____

8. The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) —

Explain the logic: _____

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids —

State the items: _____

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Chris Burba

Print name of person making Determination

Teaching and Learning

School or Department

Signature of person making Determination

Date

Franklin Covey Client Sales, Inc.

Name of Contractor (Contractor Signature Not Required)

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R.S. 45A.380 and on page 15 in the Procurement Regulations

F-471-1

Revised 05/2011

EXHIBIT A Leader in Me[®]

Leader in Me 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.

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.

General Terms and Conditions

Term and Termination: This Agreement shall commence with the Effective Date and continue for one year. Either party may terminate this Agreement with 30 days written notice of a material breach of this Agreement only, if uncured within such 30-day period.

Events of Termination: Access to the 4DX materials and implementation videos on the Platform will cease upon termination of this Agreement. Further, Client, Users and 4D Users shall discontinue all use of Franklin Covey's trademarks and copyrighted content at termination. Notwithstanding the foregoing, any participant materials provided may continue to be used by those who received them to apply the concepts learned.

Payment Terms: FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, 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.

Scheduling a Consultant: To schedule a FranklinCovey consultant, Client shall contact FranklinCovey in writing (email is sufficient) within sixty (60) days In advance to secure a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions below shall apply.

Cancellation/Reschedule Fees: Client shall have the right to cancel or reschedule a session with a consultant without penalty, provided Client provides written notice to FranklinCovey up to fifteen (15) calendar day's prior to such session. Notwithstanding, If Client provides fewer than fifteen days notice, Client agrees to pay a cancellation fee of 75%, or a rescheduling fee of 25% of the consultant fee to cover FranklinCovey's costs incurred due to the lateness of notification by Client as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation or rescheduling fee for any session canceled or rescheduled by FranklinCovey.

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.

Confidential Information: Except as otherwise provided herein, the parties acknowledge that during the course of this Agreement they may be exposed to and entrusted with certain confidential and proprietary Information of the other party relating to its business and/or operations or to the FranklinCovey Platform or use thereof ("Confidential information"). Each party shall keep all Confidential Information provided by the other party strictly confidential, permitting access to such Confidential Information only to those employees who have a need to know the information to enable the parties to perform their obligations hereunder. Neither party may use any Confidential Information of the other party for its own purposes nor disclose the Confidential Information to any third party without the prior written consent of the disclosing party. Each party's obligation not to use or disclose Confidential Information of the other party shall survive the termination of this License. Confidential Information shall not include any Information or material that (i) Is in the public domain at the time It Is disclosed to the receiving party; (ii) becomes publicly known through no wrongful act or breach of any obligation of confidentiality on the part of the receiving party; (1.1.1) Is rightfully received from a third party; or (iv) is developed independently by the receiving party without the use of any Confidential Information of the disclosing party.

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 PLATFORM, OR 2) THAT CERTAIN RESULTS MAY BE OBTAINED IN CONNECTION WITH THE USE OF THE PLATFORM, NEITHER FRANKLINCOVEY NOR ITS LICENSORS ASSUME ANY RESPONSIBILITY FOR ANY DAMAGE OR LOSS CAUSED BY THE USE OR MISUSE OF THE PLATFORM OR THE USE OR MISUSE OF ANY THIRD PARTY OR CLIENT'S SOFTWARE, HARDWARE OR SYSTEMS. NEITHER FRANKLINCOVEY NOR ITS LICENSORS SHALL BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING FROM THE PLATFORM PROVIDED HEREUNDER. FRANKLINCOVEY'S AND ITS LICENSOR'S AGGREGATE LIABILITY TO CLIENT IN RELATION TO ANY CLAIMS ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO FRANKUNCOVEY UNDER THIS AGREEMENT.

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.

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.

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.

Prior Agreement: The parties entered into a Leader in Me Agreement dated May 27, 2022 ("Prior Agreement"). The parties agree that this Agreement will supersede the Prior Agreement and such Prior Agreement will terminate and have no force or effect upon execution of this Agreement.

List of Schools: Elementary: Bates, Bowen, Brandeis, Chenoweth, Crums Lane, Dunn, Frayser, Fern Creek, Harstern, Kennedy Montessori, Kerrick, Luhr, Medora, Middletown, Mill Creek, Okolona, Shacklette, Sanders, Smyrna, Trunnell, Watterson, Wheeler, Indian Trail. Middle School: Conway, Johnson Traditional, Lassiter, Thomas Jefferson, Western Middle School the Arts. High School: Pleasure Ridge Park, Jeffersontown