



Leader in Me® Agreement

This 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: Yealey Elementary

Address: 10 Yealey Dr

City, State, Zip: Florence, Kentucky 41042-9733

Contact Person: Renee Turner

Email: renee.turner@boone.kyschools.us

Telephone: (859) 282-3333

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	Price	Quantity	Total
Annual School Membership	9/16/2023	9/15/2024	9/16/2023	\$5,100	1	\$5,100
Annual School Membership	9/16/2024	9/15/2025	9/16/2024	\$5,100	1	\$5,100
Annual School Membership	9/16/2025	9/15/2026	9/16/2025	\$5,100	1	\$5,100
Coaching Subscription	9/16/2023	9/15/2024	9/16/2023	\$3,250	2	\$6,500
Coaching Subscription	9/16/2024	9/15/2025	9/16/2024	\$3,250	2	\$6,500
Coaching Subscription	9/16/2025	9/15/2026	9/16/2025	\$3,250	2	\$6,500
Total Investment						\$34,800

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.

Client agrees to abide by the Terms and Conditions stated below.

Franklin Covey Client Sales, Inc.

Signature:

Dee Jay Homer

Printed Name:

Dee Jay Homer

Title:

Client Services Coordinator

Organization

Signature:

Renee Turner

Printed Name:

principal

Title:

Effective Date:

Terms and Conditions

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 the Services. 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 Services canceled or rescheduled by FranklinCovey.

Term, Termination, and Events of Termination: This Agreement shall commence with the Effective Date and continue until all services have been completed. 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.

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.

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.

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- 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 property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, and trademarks or service marks 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.
- It is not the site's intent to discourage you from taking controversial positions or expressing vigorously what may be unpopular views. However, you may not post or transmit any message which is harmful, threatening, abusive or hateful.
- **Discriminatory / hateful conduct, language, and imagery are prohibited:** FranklinCovey does not allow its Users to promote violence or to threaten other people on the basis of race, ethnicity, national origin, caste, sexual orientation, gender, gender identity, religious affiliation, age, disability, or serious disease. Users may not use hateful images or symbols in their profile image, profile header, username, display name, or profile bio. Inciting harm towards others on the basis of any protected class is strictly prohibited. Overstepping these boundaries may result in deleted content, disable accounts, or other restrictions.
- 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 list or send unsolicited mass emailings to 10 people or more if such e-mail could reasonably be expected to provoke complaints from its recipients.

- 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.
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