

**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 Client Sales, Inc. (hereinafter "Contractor"), with its principal place of business at 2200 W. Parkway Blvd., 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 training and coaching services for up to 25 schools to implement the Leader in Me curriculum schoolwide for all students. Coaching at each school shall include three (3) full day site visits. Dates for all coaching shall be agreed upon in conjunction with the Contractor (coach), school principal, and Director Title I/II/IV. Contractor shall provide up to fifty (50) days of workshop/professional learning (along with workshop guides/materials) based on school need and priorities to be determined in conjunction with the Contractor (coach), school principal, and Director Title I/II/IV. The Contractor will also provide district membership, which includes continued regular meetings with district leadership and 1 "District Design Day." Contractor will provide school membership for each participating school, which includes access to the school's assigned coach, 3 Implementation Excellence Coaching Calls, access to

Franklin Covey’s digital platform for all staff, LeaderInMe Weekly Staff Development for every user, Community Learning in the fall and spring, 7 Habits Regional Events for training new staff, and Leader in Me for Families Certification.

The attached quote will highlight all services and materials and cost hereto as Attachment A, and incorporated herein.

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:	up to \$654,570
Progress Payments (if not applicable, insert N/A):	<u>Within 30 days of approved itemized invoice for services provided</u>
Costs/Expenses (if not applicable insert N/A):	<u>N/A</u>
Fund Source:	TI12170 0322 552KW

ARTICLE IV
Term of Contract

Contractor shall begin performance of the Services on July 24, 2024 and shall complete the Services no later than June 30, 2025, 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 July 24, 2024.

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

JEFFERSON COUNTY BOARD OF EDUCATION

Franklin Covey Client Sales, Inc.

CONTRACTOR

By: _____

By: **Josh Jefferson** _____

Digitally signed
by Josh
Jefferson

Martin A. Pollio, Ed.D.

Date: 2024.06.27
4:47 -06'00'

Title: Superintendent

Title: Director of Finance

Cabinet Member: Dr. Terra Greenwell

(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: Franklin Covey will provide education specialist to provide professional development and on-site coaching

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

Chris Burba

Signature of person making Determination

5/22/24

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

Leader in Me Participating Schools 2024-2025

Bates ES

Bowen ES

Chancey ES

Chenoweth ES

Fern Creek ES

Frayser ES

Hartstern ES

Indian Trail ES

Kennedy, John F. ES

King ES

Lowe ES

Luhr ES

Medora ES

Middletown ES

Mill Creek ES

Okolona ES

Pleasure Ridge Park HS

Sanders ES

Shacklette ES

Southern HS

The Phoenix School of Discovery

Thomas Jefferson MS

Trunnell ES

Watterson ES

Wheeler ES

**Jefferson County Public Schools
Proposal 2024-2025**



JCPS District Membership 1 Membership = \$4,800

- Includes continued regular cadence with District Leadership
- 1 day as “District Design Day” - can be used for meeting and aligning with district staff, etc.

Schools Membership: 25 schools x \$5100 = \$127,500

Bates ES	Bowen ES	Chancey ES
Chenoweth ES	Fern Creek ES	Frayser ES
Hartstern ES	Indian Trail ES	Kennedy Montessori ES
King ES	Lowe ES	Luhr ES
Medora ES	Mill Creek ES	Okolona ES
Sanders ES	Shacklette ES	Trunnell ES
Watterson ES	Wheeler ES	Thomas Jefferson MS
Phoenix School of Discovery	Pleasure Ridge Park HS	Southern HS
		Middletown ES

School Membership Includes:

- FC Coach assigned to each school & Access to the Coach
- 3 Implementation Excellence Coaching Calls
- Access to leaderinme.com for all staff
- LeaderInMe Weekly Staff Development for every user
- Community Learning in the fall and spring
- 7 Habits Regional Events for training new staff
- All new Leader in Me for Families Certification

Coaching Days & Workshop Days: 125 days x \$3,800= \$475,000

- Each school slates to receive 3 coaching days.
- Schools receive up to 50 days of coaching / workshop / professional learning based on school need - and priorities. Determined in conjunction with the principal, the FC Coach, and Director of Federal Funds
 - Workshops Options Include:
 - Signature 7 Habits
 - Lighthouse Team Training 1 “Achieving our Summit”
 - Lighthouse Team Training 2 “Achieving our Summit part 2”
 - Lighthouse Team Training 3 “Achieving our Summit Part 3”

- Core 1 Training “Designing our Leadership School”
- Core 2 Training “Achieving Growth Through Empowerment”
- Core 3 Training “Developing Life Ready Leaders”
- HS Lighthouse 1 “Leading Results”
- HS Staff Workshop “Teaching Leadership”
- HS Workshop “Lighthouse Team 1”
- HS Workshop “Lighthouse Team Training 2”
- HS Workshop “Leading Culture”
- HS Workshop “Lighthouse Team Training 3”
- HS Workshop “Leading Achievement”
- Leader in Me Refresh
- Academics 1 - Closing our School's Proficiency Gap
- Academics 2 - Achieving Term Proficiency Goals
- Culture of Belonging: Fostering Belonging in Classrooms & Schools
- Empowering Instruction: Nurturing a We Learn Culture
- Family Engagement: The Learning Team Approach
- NeuroScience Backed Wellness
- Engaging with Goal Achievement
- Emerging Stronger - Academic Recovery

Leader in Me Workshop Materials = \$120,000

- Materials for workshop guides / materials including shipping not to exceed \$120,000
- Will work with the Principals and Coordinators to reduce carbon footprint and only order the materials that are needed for each school

Investment Summary Overview

District Membership	\$4,800
School Membership	\$127,500
Coaching and Professional Learning	\$475,000
Materials and Shipping	\$120,000
Subtotal	\$727,300
District Discount (10%)	-\$72,730
Total Investment	\$654,570

Leader in Me® Progress Payment / Invoicing Schedule and Licensing Terms

The following schedule of deliverables and licensing terms shall apply to the is Leader in Me membership provided by Franklin Covey Client Sales, Inc. ("FranklinCovey") to Jefferson County Public Schools ("Client"):

Deliverables

Deliverable	Start Date	End Date	Invoice Date	Price	Quantity	Total	District Price
District Partnership	7/24/2024	6/30/2025	7/24/2024	\$4,800.00	1	\$4,800	\$4,320
Annual School Membership	7/24/2024	6/30/2025	7/24/2024	\$5,100.00	25	\$127,500	\$114,750
Coaching & Workshop Delivery Days	7/24/2024	6/30/2025	Upon Delivery	\$3,800.00	125	\$475,000	\$427,500
Workshop material and shipping	7/24/2024	6/30/2025	Upon Delivery	TBD*	TBD	\$120,000	\$108,000
Total Investment						\$727,300	\$654,570

* Materials may be ordered by Client as needed using FranklinCovey's Standard District Pricing, provided that the total amount ordered does not exceed the District Price listed above. Pricing does not include shipping / handling or sales tax, which, if applicable, will appear as separate line items on the invoice.

Licensing Grant

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.

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.

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.

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.