

LeaderinMe®

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 ("District"):

Organization:	Menifee County Board of Education	Contact Person:	Timothy Spencer
Address:	440 Wynn Flat Road	Telephone:	(606)768-8002
City, State, Zip:	Frenchburg, Kentucky 40322	Email:	tim.spencer@menifee.kyschools.us

WHEREAS, FranklinCovey offers to schools a unique educational solution entitled "The Leader in Me®" ("TLIM"), which helps schools establish a culture of character and leadership with its teachers and students.

WHEREAS, District wishes for the schools identified in the table below (collectively, the "Schools") to receive the TLIM training, coaching, materials, and applicable licenses described herein (collectively, the "Services") to be included in FranklinCovey's The Leader in Me® network of schools.

NOW, THEREFORE, in consideration of the promises and covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

Details of Services and Materials

School(s)
Menifee Central School

Invoice Year	District	Sponsor	Total
Year 1	\$88,274.05	\$29,000.00	\$117,274.05
Year 2	\$6,790.00	\$0	\$6,790.00
Year 3	\$6,790.00	\$0	\$6,790.00
Year 4	\$6,790.00	\$0	\$6,790.00
Total	\$108,644.05	\$29,000.00	\$137,644.05

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
-------------	------------	----------	--------------	--------	----------	-------

Membership

District Partnership: Leader in Me Online District+	8/30/2024	8/29/2025	8/30/2024	\$1,396.50	1	\$1,396.50
Membership per Student	8/30/2024	8/29/2025	8/30/2024	\$8.80	580	\$5,104.00

Professional Development

Core 1 Certification and Development	8/30/2024	8/29/2025	8/30/2024	\$3,800.00	6	\$22,800.00
District Partnership: District Alignment Session	8/30/2024	8/29/2025	8/30/2024	\$3,800.00	1	\$3,800.00

Materials*

Core 1 Certification & Development Bundle			Upon Shipment	\$200.00	5	\$1,000.00
7 Habits of Happy Kids: 7 Book Boxed Set (Hardcover)			Upon Shipment	\$34.00	16	\$544.00

7 Habits of Happy Kids: 7 Puppet Set			Upon Shipment	\$100.00	16	\$1,600.00
7 Habits of Happy Kids: 8 Poster Set			Upon Shipment	\$40.00	20	\$800.00
7 Habits of Happy Kids: Habit Tree Poster			Upon Shipment	\$13.00	20	\$260.00
7 Habits of Highly Effective Teens: 8 Poster Set			Upon Shipment	\$70.00	10	\$700.00
7 Habits: 10 Hallway Street Sign Set			Upon Shipment	\$135.00	3	\$405.00
7 Habits: 7 Wristband Set (Adult)			Upon Shipment	\$9.25	125	\$1,156.25
7 Habits: 7 Wristband Set (Child)			Upon Shipment	\$9.25	535	\$4,948.75
Launch Leader in Me Poster Set			Upon Shipment	\$75.00	1	\$75.00
Leader in Me Framework: Poster			Upon Shipment	\$30.00	2	\$60.00
Leader in Me See-Do-Get Model: Poster			Upon Shipment	\$30.00	2	\$60.00
Stephen R. Covey "Leadership is..." Quote: Poster			Upon Shipment	\$30.00	1	\$30.00
Shipping and Handling Estimate (Actual Invoiced)			Upon Shipment	\$1,033.25	1	\$1,033.25

Total Investment \$45,772.75

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
-------------	------------	----------	--------------	--------	----------	-------

Membership

District Partnership: Leader in Me Online District+	8/30/2025	8/29/2026	8/30/2024	\$1,396.50	1	\$1,396.50
Membership per Student	8/30/2025	8/29/2026	8/30/2025	\$8.80	580	\$5,104.00

Professional Development

Core 2 Certification and Development	8/30/2025	8/29/2026	8/30/2024	\$3,800.00	6	\$22,800.00
District Partnership: District Alignment Session	8/30/2025	8/29/2026	8/30/2024	\$3,800.00	1	\$3,800.00

Materials*

Core 2 Certification & Development Bundle			Upon Shipment	\$200.00	5	\$1,000.00
7 Habits Signature 4.0 Participant Guide			Upon Shipment	\$63.00	60	\$3,780.00
Core 1 Participant Guide			Upon Shipment	\$45.00	50	\$2,250.00
Secondary 2.0: Core 1 Participant Guide			Upon Shipment	\$45.00	10	\$450.00
Shipping and Handling Estimate (Actual Invoiced)			Upon Shipment	\$896.80	1	\$896.80

Total Investment \$41,477.30

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
-------------	------------	----------	--------------	--------	----------	-------

Membership

District Partnership: Leader in Me Online District+	8/30/2026	8/29/2027	8/30/2024	\$1,396.50	1	\$1,396.50
Membership per Student	8/30/2026	8/29/2027	8/30/2026	\$8.80	580	\$5,104.00

Professional Development

Core 3 Certification and Development	8/30/2026	8/29/2027	8/30/2024	\$3,800.00	6	\$22,800.00
District Partnership: District Alignment Session	8/30/2026	8/29/2027	8/30/2024	\$3,800.00	1	\$3,800.00

Materials*

Core 3 Certification & Development Bundle			Upon Shipment	\$200.00	5	\$1,000.00
Core 2 Participant Guide			Upon Shipment	\$45.00	50	\$2,250.00
Core 2 Participant Guide (Secondary)			Upon Shipment	\$45.00	10	\$450.00
Shipping and Handling Estimate (Actual Invoiced)			Upon Shipment	\$431.05	1	\$431.05

Total Investment \$37,231.55

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
-------------	------------	----------	--------------	--------	----------	-------

Membership

District Partnership: Leader in Me Online District+	8/30/2027	8/29/2028	8/30/2024	\$1,396.50	1	\$1,396.50
Membership per Student	8/30/2027	8/29/2028	8/30/2027	\$8.80	580	\$5,104.00

Professional Development

District Partnership: District Alignment Session	8/30/2027	8/29/2028	8/30/2024	\$3,800.00	1	\$3,800.00
--	-----------	-----------	-----------	------------	---	------------

Materials*

Core 3 Participant Guide SHIP SOME LATER			Upon Shipment	\$45.00	50	\$2,250.00
Core 3 Participant Guide (Secondary) SHIP LATER			Upon Shipment	\$45.00	10	\$450.00
Shipping and Handling Estimate (Actual Invoiced)			Upon Shipment	\$161.95	1	\$161.95

Total Investment					\$13,162.45	
-------------------------	--	--	--	--	--------------------	--

*Participant materials, whether pre-packaged or downloaded electronically, are required for each work session participant.

District 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 District 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 District 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.

Signature: Dee Jay Homer

Printed Name: Dee Jay Homer

Title: Client Engagement Coordinator

Meniffee County Board of Education

Signature: _____

Printed Name: _____

Title: _____

Effective Date: _____

Terms and Conditions

General: District shall provide each School a copy of this Agreement. District shall convey to each School that each School is considered an entity of the District and shall be bound by all terms and conditions described herein. Certain teachers and/or staff of Schools ("Users") are entitled to access The Leader in Me Online protected site of FranklinCovey's Leader in Me website (the "Portal") located at www.TheLeaderInMeOnline.org and receive a limited license to use certain FranklinCovey intellectual property as defined in this Agreement.

Grant of Rights To Portal: FranklinCovey hereby grants a limited, non-exclusive, non-transferable, revocable license for Users, for whom an annual license fee has been paid, to access the Portal. Access to the Portal shall be available only to Users, who will receive a unique registration code from an authorized representative of School (e.g., Superintendent, Principal) prior to logging into the site. Users agree not to make the Portal available in any manner to individuals who are not a party to this Agreement, including the general public and, specifically, students. The Portal is provided for the benefit of Users only who have paid a license fee to access the Portal.

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

Measurable Results Assessment: The Leader in Me process includes a survey whereby staff, parents, and students of Schools are asked questions related to leadership, culture, and academics. An authorized person from the School 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, then FranklinCovey will not permit disclosure outside its own organization and it will take all commercially practicable measures to destroy PII when it is no longer needed for the purpose of the survey. 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. To emphasize, no PII will be collected, and the survey is not mandatory.

Leadership Development: Principals Development Track and Lighthouse Coordinator Development Track for Schools provide opportunities for teachers and/or staff of Schools to attend professional development at a location in or near School's community determined by FranklinCovey. In the event participants must travel, travel expenses shall be the responsibility of the District.

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 District provides fewer than fifteen days' notice, District 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. District will not be assessed a cancellation/rescheduling fee for any 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. 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, District shall immediately (i) discontinue all use of the FC IP; and (ii) discontinue all use of Derivative Works.

Payment Terms: Except as provided for in this section, FranklinCovey shall invoice District 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 District submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Any fees to be paid by a Sponsor will be applied by FranklinCovey to the amounts owing for materials, professional development, services, or taxes on the same, not to exceed the Sponsor's maximum set forth in the Funding Source table above. District shall be responsible for payment of all remaining fees not covered by a Sponsor. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

Additional Materials: If during the term of this Agreement the initial student/teacher count provided to FranklinCovey increases and District requires additional materials as a result of such increase, District shall contact FranklinCovey in writing (email is sufficient) providing the updated quantity, and FranklinCovey will ship the materials and invoice District in accordance with the payment terms in this Agreement.

Copyright: FranklinCovey owns all intellectual property rights, proprietary rights, and copyrights to all training session concepts and materials. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of such materials or concepts of the scheduled

training session or any portion thereof is expressly prohibited and shall constitute a breach of this Agreement and/or federal copyright law. The training session materials provided herein are intended for personal use only by the Users to apply the concepts learned within the School, and are not for resale or public display. Nothing in this Agreement implies a grant of license for District or the Schools to use the training session concepts and materials outside of the scope of this Agreement.

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.

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

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 District 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 District 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.