

**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 Kotter International, Inc. (hereinafter "Contractor"), with its principal place of business at 5 Bennett Street Cambridge, MA 02138.

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 Disclaimer

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:

Kotter International will complete two cohorts serving the Accelerated Improvement School to guide critical learning that directly effects their schools' district improvement priorities. Kotter will design with the purpose coaching that focuses on increased support to CSI and MRI schools.

Kotter International will provide district leaders with the following cohorts:

One (1) in person Foundations of Change for the Accelerated Improvement Schools (AIS) Assistant Principals (up to 60 total participants) between October 1 and November 30th, 2024.

One (1) in- person MRI Leaders Session (for MRI School Leaders) for up to 50 participants between January 1 and February 28, 2025.

Kotter International will provide school based administrators with the following:

Two (2) Kotter Master Facilitators, printed materials, participant completion badge, six (6) month of access to the Kotter Community.

JCPS expressly acknowledges that all related training materials and any other participant materials (collectively "Training Materials") are the exclusive and proprietary property of ("Intellectual Property") Kotter International, Inc., and as such, are protected under both domestic and international copyright, trademark and other applicable intellectual property laws. Nothing in this Agreement shall be construed as transferring, assigning, or conveying any ownership rights whatsoever in or to the Intellectual Property of the Training Materials to JCPS or to any other person or entity. Additionally, JCPS shall not, and shall make every reasonable effort to ensure that others do not, (i) copy, reproduce, modify, or in any way edit any part of the Training Materials, (ii) attempt to make, or make any works derived from or in any way based on the elements comprising the Training Materials, (iii) remove, alter, or obscure any copyright legal, or proprietary notices or acknowledgement placed on any part of element of the Training Materials, or (iv) permit any exhibition, duplication, distribution, adaptation, transmission, retransmission, broadcast, or other use of all or any part of the Training Materials except as expressly allowed under the Agreement or by prior written permission from Kotter.

EXCEPT AS OTHERWISE PROVIDED IN THE AGREEMENT, CONTRACTOR PROVIDES THE SERVICES, TRAINING MATERIALS AND INTELLECTUAL PROPERTY "AS IS" AND MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING OR RELATING TO THE SERVICES, TRAINING MATERIALS, AND INTELLECTUAL PROPERTY, CONTRACTOR SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES, TRAINING MATERIALS, AND INTELLECTUAL PROPERTY.

### 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:	\$96,000.00
Progress Payments (if not applicable, insert N/A):	Invoiced after each session
Costs/Expenses (if not applicable insert N/A):	not to exceed \$9000.00 for travel
Fund Source:	various AIS School Improvement Funds

ARTICLE IV  
Term of Contract

Contractor shall begin performance of the Services on December 4, 2024, and shall complete the Services no later than May 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, during Contractor's normal business hours.

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 third-party claims or losses accruing or resulting from bodily injury, property damage, or death of any person, firm, or corporation, including the Contractor himself, in connection with the resulting from the Contractor's 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 of Contractor who furnishing work, services, or materials to Contractor in connection with the performance of this Contract, except to extent such claims or losses are the results of the Board's or its members', agents', and employees' negligence or willful misconduct. This provision survives termination of this Contract. To be so indemnified, the Board must (i) notify Contractor promptly after learning of a claim for which indemnification is sought hereunder (a "Claim"); (ii) reasonably cooperate with Contractor in any defense or settlement (other than by way of monetary contribution); and (iii) give Contractor the right to control the defense of such Claim., including the right to settle such Claim on behalf of the Board and/or Contractor at no cost to the Board.

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 an approved coverage of \$500,000. ~~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. Either Party (the "Terminating Party") may, by written notice of default to the other Party (the "Non-Terminating Party") Contractor, the other Party (the "Non-Terminating Party") terminate the whole or any part of this Contract, if Contractor the Non-Terminating Party breaches any provision of this Contract, or where Contractor is the Non -Breaching Party, 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)~~ fifteen (15) 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. Contractor may also terminate this Contract upon providing ten (10) business days' prior written notice if the Board has committed, or is accused of committing, a bad act of a nature that has or would materially lessen or~~

damage the reputation of Contractor (and Dr. John Kotter in particular), in Contractor's reasonably good faith opinion. In such event, any prepaid and unearned fees will be refunded to the Board within ten (10) days following the effective date of termination.

## 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 or as otherwise set forth herein, including without limitation in Article II, 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, to the extent the same do not contain Training Materials or Contractor's Intellectual Property, (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 upon not less than ten (10) business days' advance written notice 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. Limitation of Liability. In no event shall either party be liable for any special, punitive, exemplary, incidental, indirect, or consequential damages hereunder. A party's total aggregate liability for any and all

claims arising out of this agreement will not exceed the amounts paid to contractor under this agreement during the twelve-month period preceding the last event that gave rise to such liability. The foregoing limitations, exclusions, and disclaimers will apply to the maximum extent permitted by applicable law, even if any remedy fails of its essential purpose. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.

- B. ~~All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading. 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. 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. ~~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. 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. ~~This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.~~
- E. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky. ~~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. 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 the Contract. ~~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. 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. ~~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. 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. ~~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.~~

- I. 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 December4, 2024

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

JEFFERSON COUNTY BOARD OF KOTTER INTERNATIONAL, INC.  
EDUCATION CONTRACTOR

By: \_\_\_\_\_ By: Tanya Kruger  
Martin A. Pollio, Ed.D. Tanya Kruger  
Title: Superintendent Title: CFO

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.**

Tim Godbey

Print name of person making Determination

AIS Office

School or Department

*Tim Godbey*

Signature of person making Determination

11/5/24

Date

\_\_\_\_\_  
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



**AUGUST 14, 2024**

**NATE MEYER**

Jefferson County Public Schools  
VanHoose Education Center  
3332 Newburg Road  
Louisville, KY 40218

Dear Nate,

This letter agreement ("Agreement") between Jefferson County Public Schools ("JCPS") and Kotter International, Inc. ("Kotter") outlines Kotter's continued support for JCPS's CSI school leaders.

Kotter's services will include:

- In-Person *Foundations of Change* (one cohort for Assistant Principals):
  - Two (2) Kotter Master Facilitators will deliver Kotter's *Foundations of Change* course – in Louisville, KY with a target date of October 22, 2024.
  - Up to 60 total participants will participate in this cohort.
  - This session will be delivered in-person – with all location logistics managed by JCPS.
  - In advance of the session, all participants will be given access to the session pre-work via Kotter's online learning platform.
  - All relevant participant materials will be printed by Kotter and shipped to the training site.
  - Upon successful completion of the course exam, each participant will receive a completion badge, which can be shared on LinkedIn, CVs, email signatures, etc.
  - Upon completion of the course, all participants will receive complimentary access to the Kotter Community for a period of six (6) months.
- Design:
  - Kotter will design a custom deep dive module on Survive/Thrive, including a detailed agenda/curriculum design for up to 3 hours of content
  - Kotter will design all materials to support the module, which may include: a case study, vignettes, handouts, tools + tactics, slides, etc.
  - In addition, Kotter will integrate these new materials into the existing content from the Urgency module from *Spark a Movement* to ensure a seamless and cohesive learning experience
- In-Person MRI Leaders Session (for MRI school leaders):

Any taping, audio capture or other means of archiving the Foundations of Change course content by JCPS or any other party without express written permission from Kotter is prohibited.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES HEREUNDER. A PARTY'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE AMOUNTS PAID TO KOTTER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

JCPS and Kotter understand and agree that certain proprietary confidential information ("Confidential Information") and certain proprietary intellectual property ("Intellectual Property") will be shared with the other Party in the course of this engagement. Each Party shall be deemed to have sole ownership of and/or exclusive right to the Confidential Information and the Intellectual Property that it discloses to the other Party pursuant to this Agreement. JCPS acknowledges that the ability of Kotter to perform speeches, conduct working sessions and provide clients advisory services is dependent on their past experience in providing similar service to others, and they expect to continue such work in the future. Kotter retains and is not conveying to JCPS its methods of business or operation or expertise or Intellectual Property relating to the services they provide. In addition, all new Intellectual Property made, conceived, created, or invented by Kotter in the performance of the Services are and will be, as between Kotter and JCPS, the sole property of Kotter.

JCPS expressly acknowledges that all related training materials and any other participant materials (collectively "Training Materials") are the exclusive and Proprietary property of Kotter International, Inc., and, as such, are protected under both domestic and international copyright, trademark and other applicable intellectual property laws. Nothing in this Agreement shall be construed as transferring, assigning, or conveying any ownership rights whatsoever in or to the Intellectual Property of the Training Materials to JCPS or to any other person or entity. Additionally, JCPS shall not, and shall make every reasonable effort to ensure that others do not, (i) copy, reproduce, modify, or in any way edit any part of the Training Materials, (ii) attempt to make, or make any works derived from or in any way based on the elements comprising the Training Materials, (iii) remove, alter, or obscure any copyright legal, or proprietary notices or acknowledgements placed on any part or element of the Training Materials, or, (iv) permit any exhibition, duplication, distribution, adaptation, transmission, re-transmission, broadcast, or other use of all or any part of the Training Materials except as expressly allowed under this Agreement or by prior written permission from Kotter.

This Agreement may be amended only by an instrument in writing signed by all the parties hereto.

This Agreement will be governed by the laws of the Commonwealth of Massachusetts as though entered into between Massachusetts residents and performed entirely within the Commonwealth of Massachusetts, and each Party consents to exclusive jurisdiction and venue in the state and federal courts sitting in Middlesex County, Massachusetts.

# CONTINUED SUPPORT | FEES

All fees include preparation, design, facilitation, and documentation of all services described in this proposal. Travel and other reasonable out-of-pocket business expenses are additional and invoiced separately.

	Key Elements	Timing	Fees
<b>FOUNDATIONS OF CHANGE</b> 1-Day Training for APs	<ul style="list-style-type: none"> <li>In-person facilitation of <i>Foundations of Change</i>, by two Kotter master facilitators, for up to 60 participants (APs)</li> <li>All digital and printed materials, including pre-work, participant workbook + action plans, handouts, posters, and course exam</li> <li>Completion badge</li> <li>Complimentary access to Kotter's online community for 6-months</li> </ul>	1-day	\$36,000 <i>Equivalent to \$600 per person</i>
<b>DESIGN</b> Creation of custom Survive/Thrive Deep Dive  <i>*Note: This is a one-time fee. If JCPS would like future cohorts to go through this content, it will only incur the delivery + licensing fee.</i>	<ul style="list-style-type: none"> <li>Detailed agenda/curriculum design for a 2.5-3 hour Survive/Thrive deep dive</li> <li>Design of all materials to support the module design, which may include: a case study, vignettes, handouts, tools + tactics, slides, etc.</li> <li>Integration of all module materials with the Urgency module materials, to create a cohesive learning experience and participant workbook</li> </ul>		\$25,000
<b>MRI LEADER SESSION</b> Urgency + Survive/Thrive	<ul style="list-style-type: none"> <li>In-person facilitation of Urgency module from Kotter's course <i>Spark a Movement</i> (~3.5 hours) plus custom Survive/Thrive module, by two Kotter master facilitators, for up to 50 participants (MRI school leaders)</li> <li>All digital and printed materials, including pre-work, participant workbook + action plans, handouts, posters</li> </ul>		\$35,000 <i>Equivalent to \$700 per person</i>
<b>TRAVEL + EXPENSES</b> Not to exceed	<ul style="list-style-type: none"> <li>Two separate trips for two Kotter master facilitators</li> <li>T+E likely to include (but not limited to): airfare, lodging, ground transportation, meals, and internet</li> </ul>		\$8,000
<b>Total</b>			<b>\$104,000 (including T+E)</b>