

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 13907 South Minuteman Boulevard, Suite 500, Draper, Utah 84020 ("FranklinCovey"), and the following organization ("Client"):

Organization: Hopkins Co School District **Contact Person:** Ann Love
Address: 320 South Seminary Street **Telephone:** (270)825-6000
City, State, Zip: Madisonville, Kentucky 42431 **Email:** ann.love@hopkins.kyschools.us

School(s)		
Browning Springs Middle	Grapevine Elementary	Hanson Elementary
Hopkins County Career & Tech Center	Hopkins County Central High	James Madison Middle School
Jesse Stuart Elementary	Madisonville North Hopkins High	Pride Elementary
South Hopkins Middle		Southside Elementary
West Broadway Elementary		West Hopkins School

Funding Source

	District	Sponsor	Total
Year 1	\$ 65,563.61	\$232,208.09	\$297,771.70
Year 2	\$ 68,286.11	\$46,705.34	\$114,991.45
Year 3	\$ 68,286.11	\$46,833.19	\$115,119.30
Year 4	\$ 68,286.11	\$21,896.69	\$90,182.80
Year 5	\$ 68,286.11	\$21,896.69	\$90,182.80
Total	\$ 338,708.05	\$369,540.00	\$708,248.05

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	Amount	Quantity	Total
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Membership

District Partnership: Leader in Me Online District+	6/01/2026	5/31/2027	6/01/2026	\$1,120.00	1	\$1,120.00
District Partnership: Leader in Me Online District+	6/01/2027	5/31/2028	6/01/2027	\$1,120.00	1	\$1,120.00
District Partnership: Leader in Me Online District+	6/01/2028	5/31/2029	6/01/2028	\$1,120.00	1	\$1,120.00
District Partnership: Leader in Me Online District+	6/01/2029	5/31/2030	6/01/2029	\$1,120.00	1	\$1,120.00
District Partnership: Leader in Me Online District+	6/01/2030	5/31/2031	6/01/2030	\$1,120.00	1	\$1,120.00
Membership per Student Browning Springs Middle	6/01/2026	5/31/2027	6/01/2026	\$9.20	459	\$4,222.80
Membership per Student Browning Springs Middle	6/01/2027	5/31/2028	6/01/2027	\$9.20	459	\$4,222.80
Membership per Student Browning Springs Middle	6/01/2028	5/31/2029	6/01/2028	\$9.20	459	\$4,222.80
Membership per Student Browning Springs Middle	6/01/2029	5/31/2030	6/01/2029	\$9.20	459	\$4,222.80
Membership per Student Browning Springs Middle	6/01/2030	5/31/2031	6/01/2030	\$9.20	459	\$4,222.80
Membership per Student Grapevine Elementary	6/01/2026	5/31/2027	6/01/2026	\$9.20	300	\$2,760.00
Membership per Student Grapevine Elementary	6/01/2027	5/31/2028	6/01/2027	\$9.20	300	\$2,760.00
Membership per Student Grapevine Elementary	6/01/2028	5/31/2029	6/01/2028	\$9.20	300	\$2,760.00

Membership per Student Grapevine Elementary	6/01/2029	5/31/2030	6/01/2029	\$9.20	300	\$2,760.00
Membership per Student Grapevine Elementary	6/01/2030	5/31/2031	6/01/2030	\$9.20	300	\$2,760.00
Membership per Student Hanson Elementary	6/01/2026	5/31/2027	6/01/2026	\$9.20	472	\$4,342.40
Membership per Student Hanson Elementary	6/01/2027	5/31/2028	6/01/2027	\$9.20	472	\$4,342.40
Membership per Student Hanson Elementary	6/01/2028	5/31/2029	6/01/2028	\$9.20	472	\$4,342.40
Membership per Student Hanson Elementary	6/01/2029	5/31/2030	6/01/2029	\$9.20	472	\$4,342.40
Membership per Student Hanson Elementary	6/01/2030	5/31/2031	6/01/2030	\$9.20	472	\$4,342.40
Membership per Student Hopkins County Career & Tech Center	6/01/2026	5/31/2027	6/01/2026	\$9.20	150	\$1,380.00
Membership per Student Hopkins County Career & Tech Center	6/01/2027	5/31/2028	6/01/2027	\$9.20	150	\$1,380.00
Membership per Student Hopkins County Career & Tech Center	6/01/2028	5/31/2029	6/01/2028	\$9.20	150	\$1,380.00
Membership per Student Hopkins County Career & Tech Center	6/01/2029	5/31/2030	6/01/2029	\$9.20	150	\$1,380.00
Membership per Student Hopkins County Career & Tech Center	6/01/2030	5/31/2031	6/01/2030	\$9.20	150	\$1,380.00
Membership per Student Hopkins County Central High	6/01/2026	5/31/2027	6/01/2026	\$9.20	828	\$7,617.60
Membership per Student Hopkins County Central High	6/01/2027	5/31/2028	6/01/2027	\$9.20	828	\$7,617.60
Membership per Student Hopkins County Central High	6/01/2028	5/31/2029	6/01/2028	\$9.20	828	\$7,617.60
Membership per Student Hopkins County Central High	6/01/2029	5/31/2030	6/01/2029	\$9.20	828	\$7,617.60
Membership per Student Hopkins County Central High	6/01/2030	5/31/2031	6/01/2030	\$9.20	828	\$7,617.60
Membership per Student James Madison Middle School	6/01/2026	5/31/2027	6/01/2026	\$9.20	522	\$4,802.40
Membership per Student James Madison Middle School	6/01/2027	5/31/2028	6/01/2027	\$9.20	522	\$4,802.40
Membership per Student James Madison Middle School	6/01/2028	5/31/2029	6/01/2028	\$9.20	522	\$4,802.40
Membership per Student James Madison Middle School	6/01/2029	5/31/2030	6/01/2029	\$9.20	522	\$4,802.40
Membership per Student James Madison Middle School	6/01/2030	5/31/2031	6/01/2030	\$9.20	522	\$4,802.40
Membership per Student Jesse Stuart Elementary	6/01/2026	5/31/2027	6/01/2026	\$9.20	542	\$4,986.40
Membership per Student Jesse Stuart Elementary	6/01/2027	5/31/2028	6/01/2027	\$9.20	542	\$4,986.40
Membership per Student Jesse Stuart Elementary	6/01/2028	5/31/2029	6/01/2028	\$9.20	542	\$4,986.40
Membership per Student Jesse Stuart Elementary	6/01/2029	5/31/2030	6/01/2029	\$9.20	542	\$4,986.40
Membership per Student Jesse Stuart Elementary	6/01/2030	5/31/2031	6/01/2030	\$9.20	542	\$4,986.40
Membership per Student Madisonville North Hopkins High	6/01/2026	5/31/2027	6/01/2026	\$9.20	996	\$9,163.20
Membership per Student Madisonville North Hopkins High	6/01/2027	5/31/2028	6/01/2027	\$9.20	996	\$9,163.20
Membership per Student Madisonville North Hopkins High	6/01/2028	5/31/2029	6/01/2028	\$9.20	996	\$9,163.20
Membership per Student Madisonville North Hopkins High	6/01/2029	5/31/2030	6/01/2029	\$9.20	996	\$9,163.20
Membership per Student Madisonville North Hopkins High	6/01/2030	5/31/2031	6/01/2030	\$9.20	996	\$9,163.20
Membership per Student Pride Elementary	6/01/2026	5/31/2027	6/01/2026	\$9.20	358	\$3,293.60
Membership per Student Pride Elementary	6/01/2027	5/31/2028	6/01/2027	\$9.20	358	\$3,293.60
Membership per Student Pride Elementary	6/01/2028	5/31/2029	6/01/2028	\$9.20	358	\$3,293.60
Membership per Student Pride Elementary	6/01/2029	5/31/2030	6/01/2029	\$9.20	358	\$3,293.60
Membership per Student Pride Elementary	6/01/2030	5/31/2031	6/01/2030	\$9.20	358	\$3,293.60
Membership per Student South Hopkins Middle	6/01/2026	5/31/2027	6/01/2026	\$9.20	302	\$2,778.40
Membership per Student South Hopkins Middle	6/01/2027	5/31/2028	6/01/2027	\$9.20	302	\$2,778.40
Membership per Student South Hopkins Middle	6/01/2028	5/31/2029	6/01/2028	\$9.20	302	\$2,778.40
Membership per Student South Hopkins Middle	6/01/2029	5/31/2030	6/01/2029	\$9.20	302	\$2,778.40
Membership per Student South Hopkins Middle	6/01/2030	5/31/2031	6/01/2030	\$9.20	302	\$2,778.40
Membership per Student Southside Elementary	6/01/2026	5/31/2027	6/01/2026	\$9.20	505	\$4,646.00
Membership per Student Southside Elementary	6/01/2027	5/31/2028	6/01/2027	\$9.20	505	\$4,646.00
Membership per Student Southside Elementary	6/01/2028	5/31/2029	6/01/2028	\$9.20	505	\$4,646.00
Membership per Student Southside Elementary	6/01/2029	5/31/2030	6/01/2029	\$9.20	505	\$4,646.00

Membership per Student Southside Elementary	6/01/2030	5/31/2031	6/01/2030	\$9.20	505	\$4,646.00
Membership per Student West Broadway Elementary	6/01/2026	5/31/2027	6/01/2026	\$9.20	446	\$4,103.20
Membership per Student West Broadway Elementary	6/01/2027	5/31/2028	6/01/2027	\$9.20	446	\$4,103.20
Membership per Student West Broadway Elementary	6/01/2028	5/31/2029	6/01/2028	\$9.20	446	\$4,103.20
Membership per Student West Broadway Elementary	6/01/2029	5/31/2030	6/01/2029	\$9.20	446	\$4,103.20
Membership per Student West Broadway Elementary	6/01/2030	5/31/2031	6/01/2030	\$9.20	446	\$4,103.20
Membership per Student West Hopkins School	6/01/2026	5/31/2027	6/01/2026	\$9.20	279	\$2,566.80
Membership per Student West Hopkins School	6/01/2027	5/31/2028	6/01/2027	\$9.20	279	\$2,566.80
Membership per Student West Hopkins School	6/01/2028	5/31/2029	6/01/2028	\$9.20	279	\$2,566.80
Membership per Student West Hopkins School	6/01/2029	5/31/2030	6/01/2029	\$9.20	279	\$2,566.80
Membership per Student West Hopkins School	6/01/2030	5/31/2031	6/01/2030	\$9.20	279	\$2,566.80

Professional Development

Prepaid Custom Coaching	6/01/2026	5/31/2027	6/01/2026	\$3,600.00	6	\$21,600.00
Prepaid District 4.0 Core 1 Cert & Dev Course	6/01/2026	5/31/2027	6/01/2026	\$3,600.00	3	\$10,800.00
District 4.0 Core 1 Cert & Dev Six 1-Hour Coaching Sessions	6/01/2026	5/31/2027	6/01/2026	\$3,600.00	1	\$3,600.00
Prepaid Add On 1-3 District Coach Cert & Dev Course	6/01/2026	5/31/2027	6/01/2026	\$3,600.00	4	\$14,400.00
Prepaid District Alignment Session (Year 1)	6/01/2026	5/31/2027	6/01/2026	\$3,600.00	1	\$3,600.00
Prepaid Elementary 5.0 Core 1 Course: Inspire Leadership	6/01/2026	5/31/2027	6/01/2026	\$3,600.00	4	\$14,400.00
Prepaid Elementary 5.0 Lighthouse Team 1 Course	6/01/2026	5/31/2027	6/01/2026	\$3,600.00	1	\$3,600.00
Prepaid The 7 Habits of Highly Effective People Course	6/01/2026	5/31/2027	6/01/2026	\$3,600.00	8	\$28,800.00
Prepaid Secondary 5.0 Core 1 Course: Inspire Leadership	6/01/2026	5/31/2027	6/01/2026	\$3,600.00	4	\$14,400.00
Prepaid Secondary 5.0 Launch Leader in Me Course	6/01/2026	5/31/2027	6/01/2026	\$3,600.00	2	\$7,200.00
Prepaid Secondary 5.0 Lighthouse Team 1 Course	6/01/2026	5/31/2027	6/01/2026	\$3,600.00	2	\$7,200.00
Prepaid Custom Coaching	6/01/2027	5/31/2028	6/01/2027	\$3,600.00	6	\$21,600.00
Prepaid District 4.0 Core 2 Cert & Dev Course	6/01/2027	5/31/2028	6/01/2027	\$3,600.00	3	\$10,800.00
District 4.0 Core 2 Cert & Dev Six 1-Hour Coaching Sessions	6/01/2027	5/31/2028	6/01/2027	\$3,600.00	1	\$3,600.00
Prepaid Add On 1-3 District Coach Cert & Dev Course	6/01/2027	5/31/2028	6/01/2027	\$3,600.00	4	\$14,400.00
Prepaid District Alignment Session (Year 2+)	6/01/2027	5/31/2028	6/01/2027	\$3,600.00	1	\$3,600.00
Prepaid Custom Coaching	6/01/2028	5/31/2029	6/01/2028	\$3,600.00	6	\$21,600.00
Prepaid District 4.0 Core 3 Cert & Dev Course	6/01/2028	5/31/2029	6/01/2028	\$3,600.00	3	\$10,800.00
District 4.0 Core 3 Cert & Dev Six 1-Hour Coaching Sessions	6/01/2028	5/31/2029	6/01/2028	\$3,600.00	1	\$3,600.00
Prepaid Add On 1-3 District Coach Cert & Dev Course	6/01/2028	5/31/2029	6/01/2028	\$3,600.00	4	\$14,400.00
Prepaid District Alignment Session (Year 2+)	6/01/2028	5/31/2029	6/01/2028	\$3,600.00	1	\$3,600.00
Prepaid Custom Coaching	6/01/2029	5/31/2030	6/01/2029	\$3,600.00	8	\$28,800.00
Prepaid District Alignment Session (Year 2+)	6/01/2029	5/31/2030	6/01/2029	\$3,600.00	1	\$3,600.00
Prepaid Custom Coaching	6/01/2030	5/31/2031	6/01/2030	\$3,600.00	8	\$28,800.00
Prepaid District Alignment Session (Year 2+)	6/01/2030	5/31/2031	6/01/2030	\$3,600.00	1	\$3,600.00

Materials*

District 4.0 Core 1 Certification & Development Bundle	Year 1	Upon Shipment	\$175.50	15	\$2,632.50
Shipping and Handling Estimate (Actual Invoiced)	Year 1	Upon Shipment	\$3,774.00	1	\$3,774.00
7 Habits of Highly Effective People Participant Guide	Year 1	Upon Shipment	\$67.50	750	\$50,625.00
Elementary 5.0 Prof Learning Field Guide (Cores 1-3)	Year 1	Upon Shipment	\$89.10	275	\$24,502.50
Elementary/Early Learning 5.0 Lighthouse Team Journal	Year 1	Upon Shipment	\$41.85	56	\$2,343.60
Secondary 5.0 Lighthouse Team Journal	Year 1	Upon Shipment	\$41.85	48	\$2,008.80
Secondary 5.0 Prof Learning Field Guide (Cores 1-3)	Year 1	Upon Shipment	\$89.10	275	\$24,502.50
District 4.0 Core 2 Certification & Development Bundle	Year 2	Upon Shipment	\$175.50	15	\$2,632.50
Shipping and Handling Estimate (Actual Invoiced)	Year 2	Upon Shipment	\$576.15	1	\$576.15
District 4.0 Core 3 Certification & Development Bundle	Year 3	Upon Shipment	\$175.50	15	\$2,632.50

Shipping and Handling Estimate (Actual Invoiced)	Year 3	Upon Shipment	\$704.00	1	\$704.00
Total Investment					\$708,248.05

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

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 a 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.

IN WITNESS HEREOF, all Parties have executed the foregoing Agreement by their duly authorized representatives.

Franklin Covey Client Sales, Inc.

Signature:



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Printed Name: Josh Jefferson

Title: Director of Finance - Education

Hopkins Co School District

Signature:

Printed Name: Josh Jefferson

Title: _____

Effective Date: _____

Terms and Conditions

Grant of Rights To Portal: FranklinCovey hereby grants Client a limited, non-exclusive, non-transferable, revocable license for Client teachers and 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, the general student population, 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, along with any product updates or improvements available through the Portal, within Client's school during the membership term. 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, offer for sale, offer for commercial use, or publicly post (Slide Share, YouTube, etc.) the FC IP or any Derivative Works created by Client or its employees.

Measurable Results Assessment: Clients that received Sponsored funding are expected to participate in a survey in which staff, parents, and students are asked questions related to leadership, culture, and academics, in order to assist FranklinCovey in evaluating and improving the Leader in Me process. An authorized representative of the 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. FranklinCovey will not permit disclosure outside of its own organization and it will take all commercially practicable measures to destroy information received when it is no longer needed. Survey results will be compiled in an aggregate form and shared with third parties, including 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.

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 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.

Facilities: Client shall be responsible for providing an appropriate room for onsite Services and to furnish the room with audio/visual equipment required by FranklinCovey, and all costs associated therewith

Term, Termination, and Events of Termination: The term of this Agreement shall commence on the Effective Date and terminate on the last 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, Client shall immediately (a) discontinue all use of the FC IP; and (b) discontinue all use of Derivative Works.

Payment Terms: FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-proratable, 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. 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 maximum Total set forth in the Funding Source table above. Client shall be responsible for payment of all remaining fees not covered by a Sponsor, including payment of any membership or district partnership fees, which are expressly excluded from the Sponsor Funding Source. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

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. Any 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, commercial use, 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.

EEOC. FranklinCovey complies with the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

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.