

ACTION MEMORANDUM

TO: Bibb County School District

FROM: Jamie Cassady, Assistant Superintendent of Student Affairs

SUBJECT: Leader In Me Contract

Summary

As a way to address the culture and climate, the Bibb County School District began the implementation of Leader In Me in 2015, with two schools piloting the initiative. LIM is now in all 33 schools with 10 of these achieving Lighthouse status.

Background

As a way to address the culture and climate, the Bibb County School District began the implementation of Leader In Me in 2015, with two schools piloting the initiative. This initiative began with partnerships with the Greater Macon Chamber of Commerce and the United Way of Central Georgia and BEP. LIM is recognized by CASEL as an evidence based SEL program, which has been implemented in all 33 schools in the Bibb County School District. Ten schools have received Lighthouse Status (evidence that schools have produced outstanding results in school and student outcomes, by implementing the process with fidelity and excellence.

Recommendation

It is recommended that the Bibb County Board of Education authorize the Superintendent to fund Leader In Me for \$342,130.00 for FY 24 through the ARP Funding.

Superintendent's Approval:

Superintendent's Signature	Approve/Disapprove
Dr. Dan A. Sims	Approved



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 ("Client"):

Organization:	Bibb County School District	Contact Person:	Jamie Cassady
Address:	484 Mulberry St Ste 310	Telephone:	(478) 765-8711
City, State, Zip:	Macon, Georgia 31201-7928	Email:	jamie.cassady@bcsdk12.net

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:

Schools/Districts Receiving Services				
Bibb County Schools	Alexander II Magnet	Appling Middle	Ballard Hudson Middle	Bernd Elementary
Bruce Elementary	Burdell-Hunt Elementary	Carter Elementary	Central High ¹	Dr. Martin Luther King Jr. Elem.
Hartley Elementary	Heritage Elementary	Howard High ¹	Howard Middle	Ingram-Pye Elementary
James H. Porter Elementary	John H. Heard Elementary	John R. Lewis Elementary	Lane Elementary	Miller Magnet Middle
Northeast High ¹	Rosa Taylor Elementary	Rutland High ¹	Rutland Middle	Skyview Elementary
Southfield Elementary	Southwest High ¹	Springdale Elementary	Union Elementary	Veterans Elementary
Vineville Academy of the Arts	Weaver Middle	Westside High ¹	Williams Elementary	

¹High School Membership

Deliverable	Start Date	End Date	Invoice Date	List Price	Sales Price*	Quantity	Total
Membership							
Annual Membership (District)	7/1/2023	6/30/2024	7/1/2023	\$8,500.00	\$8,500.00	1	\$8,500.00
Annual Membership (Elem/Middle)	7/1/2023	6/30/2024	7/1/2023	\$5,100.00	\$4,590.00	27	\$123,930.00
Annual Membership (High)	7/1/2023	6/30/2024	7/1/2023	\$9,500.00	\$8,550.00	6	\$51,300.00
							\$183,730.00
Coaching							
Custom Coaching Subscription (One per school)	7/1/2023	6/30/2024	7/1/2023	\$3,500.00	\$3,300.00	33	\$108,900.00
Custom Coaching Subscription (District)	7/1/2023	6/30/2024	7/1/2023	\$3,500.00	\$3,300.00	15	\$49,500.00
							\$158,400.00
Total Investment							\$342,130.00

*District Membership discount applied

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is any conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

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

Franklin Covey Client Sales, Inc.

Signature: _____
Printed Name: Jennifer Douberly
Title: Client Engagement Coordinator

Bibb County School District

Signature: _____
Printed Name: _____
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/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.

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.

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. 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.

Payment Terms: FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

Audio: Client is responsible for providing a conference line for live online Services, when needed. Such conference line is provided at Client's sole cost and expense.

Recordings: Client shall not make or allow to be made any audio and/or video recordings of the Services. Client shall inform the audience and otherwise take reasonable actions to ensure that no recordings of the Services are made.

Leader in Me Notifications: FranklinCovey may send to teachers, staff, and employees via email or other means promotional materials, product updates, upcoming events, and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time.

Copyright: FranklinCovey owns or controls all intellectual property rights, proprietary rights, and copyrights to all Services and materials provided for in this Agreement, and Client shall communicate the same to recipients of the Services ("Participants"). Client's and/or Participants' unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of the Services and/or materials, if applicable, shall constitute a breach of this Agreement and/or federal copyright law. Any materials provided for herein are intended for personal use only by Participants and are not for resale, distribution to a third-party, file sharing, or public display. Nothing in this Agreement implies a grant of license for Client to use the concepts and materials outside the scope of the Agreement.

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

Affirmative Action/Equal Opportunity Employer: FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Force Majeure: Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.