

# 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"):

<b>Organization:</b>	<b>DeKalb County Schools</b>	<b>Contact Person:</b>	<b>Dr. Loukisha Walker</b>
<b>Address:</b>	<b>1701 Mountain Industrial Blvd</b>	<b>Telephone:</b>	<b>678.676.1200</b>
<b>City, State, Zip:</b>	<b>Stone Mountain, GA 30083</b>	<b>Email:</b>	<b>loukisha_t_walker@dekalbschoolsga.org</b>

### Details of Services and Materials

District/Schools Receiving Services		
DeKalb County	Briar Vista Elementary School	Chapel Hill Elementary School
Columbia Elementary School	Doraville United Elementary School	Druid Hills Middle School
Fairington Elementary School	Flat Shoals Elementary School	Dunwoody Elementary School
Idlewood Elementary School	Jolly Elementary School	Ronald McNair Middle School
Princeton Elementary School	Redan Elementary School	Shadow Rock Elementary School
Tucker Middle School	Woodridge Elementary School	Woodward Elementary School

### Funding Source Table:

Year Invoiced	District (State Funding Provided to the District)	District	Sponsor (Foundation Funding Paid Directly to FranklinCovey)	Total
Year 1 - Part 1	\$579,574.25	\$0.00	\$0.00	\$579,574.25
Year 1 - Part 2	\$646,100.70	\$0.00	\$0.00	\$646,100.70
Year 2	\$0.00	\$0.00	\$0.00	\$0.00
Year 3	\$0.00	\$121,387.20	\$0.00	\$121,387.20
<b>Total</b>	<b>\$1,225,674.95</b>	<b>\$121,387.20</b>	<b>\$0.00</b>	<b>\$1,347,062.15</b>

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	List Price	Quantity	Total
<b>Membership</b>						
School Membership (Per Student)	6/15/2024	6/14/2025	6/15/2024	\$10.45	11,616	\$121,387.20
						<b>\$121,387.20</b>
<b>Professional Development</b>						
Prepaid Launch LiM Consultant Daily Rate	6/15/2024	6/14/2025	6/15/2024	\$3,086.55	17	\$52,471.35
Prepaid Lighthouse Team 1 Consultant Daily Rate	6/15/2024	6/14/2025	6/15/2024	\$3,086.55	17	\$52,471.35
Prepaid 7 Habits Signature 4.0 Consultant Daily Rate	6/15/2024	6/14/2025	6/15/2024	\$3,086.55	17	\$52,471.35
Prepaid Core 1 (All Staff) Consultant Daily Rate	6/15/2024	6/14/2025	6/15/2024	\$3,086.55	17	\$52,471.35
Core 1 Implementation Coaching Subscription	6/15/2024	6/14/2025	6/15/2024	\$3,086.55	17	\$52,471.35
						<b>\$262,356.75</b>

**Student, Workshop & Classroom Materials**

Lighthouse Team Participant Guide	Upon Shipment	\$38.48	170	\$6,541.60
7 Habits Signature Hardcover Guide	Upon Shipment	\$59.85	1424	\$85,226.40
Core 1 Participant Guide	Upon Shipment	\$38.48	1424	\$54,795.52
Core 2 Participant Guide	Upon Shipment	\$38.48	1424	\$54,795.52
Core 3 Participant Guide	Upon Shipment	\$38.48	1424	\$54,795.52
LIM Student Curriculum Companions	Upon Shipment	\$6.41	11616	\$74,458.56
The Leader in Me Book	Upon Shipment	\$7.70	1075	\$8,277.50
The 7 Habits of Highly Effective People Book	Upon Shipment	\$11.97	17	\$203.49
The 7 Habits of Highly Effective Teens Book	Upon Shipment	\$7.91	15	\$118.65
The 7 Habits of Happy Kids Book	Upon Shipment	\$8.76	70	\$613.20
4 Disciplines of Execution for Educators Book	Upon Shipment	\$8.55	17	\$145.35
Speed of Trust Book	Upon Shipment	\$6.84	17	\$116.28
The 7 Habits of Highly Effective Families Book	Upon Shipment	\$8.55	17	\$145.35
The 7 Habits of Teens Poster Set	Upon Shipment	\$59.85	3	\$179.55
The 7 Habits of Happy Kids Poster Set	Upon Shipment	\$25.65	70	\$1,795.50
The 7 Habits of Happy Kids Tree Poster	Upon Shipment	\$11.12	70	\$778.40
The 7 Habits of Happy Kids Puppet Set	Upon Shipment	\$85.50	14	\$1,197.00
Shipping Estimate	Upon Shipment			\$9,060.96

**\$353,244.35**

**Year 1 Investment \$736,988.30**

Deliverable	Start Date	End Date	Invoice Date	List Price	Quantity	Total
<b>Membership</b>						
School Membership (Per Student)	6/15/2025	6/14/2026	6/15/2024	\$10.45	11,616	\$121,387.20
						<b>\$121,387.20</b>

<b>Professional Development</b>						
Prepaid Lighthouse Team 2 Consultant Daily Rate	6/15/2025	6/14/2026	6/15/2024	\$3,086.55	17	\$52,471.35
Prepaid Core 2 (All Staff) Consultant Daily Rate	6/15/2025	6/14/2026	6/15/2024	\$3,086.55	17	\$52,471.35
Core 2 Implementation Coaching Subscription	6/15/2025	6/14/2026	6/15/2024	\$3,086.55	34	\$104,942.70
						<b>\$209,885.40</b>

**Year 2 Investment \$331,272.60**

Deliverable	Start Date	End Date	Invoice Date	List Price	Quantity	Total
<b>Membership</b>						
School Membership (Per Student)	6/15/2026	6/14/2027	6/15/2026	\$10.45	11,616	\$121,387.20
						<b>\$121,387.20</b>

<b>Professional Development</b>						
Prepaid Lighthouse Team 3 Consultant Daily Rate	6/15/2026	6/14/2027	6/15/2024	\$3,086.55	17	\$52,471.35
Prepaid Core 3 (All Staff) Consultant Daily Rate	6/15/2026	6/14/2027	6/15/2024	\$3,086.55	17	\$52,471.35
Core 3 Implementation Coaching Subscription	6/15/2026	6/14/2027	6/15/2024	\$3,086.55	17	\$52,471.35
						<b>\$157,414.05</b>

**Year 3 Investment \$278,801.25**

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. 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.

By: Scott Sumsion  
00C15850948248B...

Printed Name: Scott Sumsion

Title: VP of Accounting and Finance

District:

By: \_\_\_\_\_

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 District administrators and 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](http://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 Premier, a division of School Specialty. 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.

**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. All consulting and coaching services must be scheduled prior to the End Date stated in the table above. Any unused consulting services or coaching services will be forfeited if not completed prior to the End Date.

**Cancellation/Rescheduling:** Fifteen (15) calendar days' notice is required to cancel or reschedule the Services. Any Services that cannot be mutually rescheduled prior to the End Date will be forfeited and billed at the agreed-upon rate.

**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 District terminates for convenience, FranklinCovey shall not refund any amounts that were previously invoiced by FranklinCovey, paid by District, or paid by the Georgia Department of Education or a Sponsor on behalf of the District (if applicable). Any party may terminate this Agreement if another 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. Notwithstanding the foregoing, this Agreement shall terminate absolutely and without further obligation on the part of the District at the close of the calendar year in which it was executed and at the close of each succeeding calendar year for which it may be renewed. This Agreement will automatically renew for additional one year terms, not to exceed three (3) years, unless the District provides written notice to FranklinCovey of its decision not to renew the Agreement sixty (60) days prior to the end of the calendar year. In the event the District provides notice of its intent not to renew, the District will forfeit any remaining funds previously allocated to the District by the Georgia Department of Education or Sponsor and promptly return any unused materials to FranklinCovey.

**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 paid directly to FranklinCovey and applied by FranklinCovey to the amounts owing for membership, materials, professional development, services, or taxes on the same, not to exceed the maximum total amount of the Sponsor's contribution set forth in the Funding Source table above. District shall be responsible for: (i) payment of its assigned portion of the fees if sufficient funds are appropriated and assigned by the Board of Education of DeKalb County for the assigned year of the Agreement; and (ii) timely remittance of any fees paid by the Department of Education for funding of the Deliverables. Payment terms are net 60 from the invoice date. In accordance with applicable law to include O.C.G.A § 20-2-506 et. seq., the Parties further agree that this Agreement and any pending deliverables may be terminated by either party immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the District under the agreement. For clarification, District shall not be obligated to pay for any products, services, or other deliverables, and FranklinCovey shall not be required to provide any products, services, or other deliverables, to the extent the Board of Education of DeKalb County is unable to or unwilling to appropriate funds to the District.

**Department of Education Funding:** The parties acknowledge that a portion of the fees to be paid by the District may be provided to the District by the Georgia Department of Education. If the District is expecting funding from the Georgia Department of Education and the Georgia Department of Education is unable or unwilling to fully appropriate the funds identified in the funding source table above for any reason, then either party shall have the right to terminate the Agreement and any pending deliverables upon five (5) days' notice. For clarification, District shall not be obligated to pay for any products, services, or other deliverables, and Franklin Covey shall not be required to provide any products, services, or other deliverables, to the extent the Georgia Department of Education is unable or unwilling to appropriate funds to the District.

**Reporting:** District agrees to provide a quarterly report to the State of Georgia, which identifies the number of students served and amount of funds expended per quarter. Such reports shall be provided by the District to the Georgia Department of Education on or before January 1, April 1, July 1, and October 1 of each year, with the first report to be delivered on or before October 1, 2024. FranklinCovey shall assist the District in its reporting requirements by providing a quarterly summary of the number of students served and funds expended by the District. FranklinCovey will provide this information at least ten (10) business days prior to the District's reporting deadline.

**Additional Products or Services:** 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. In the event District desires products/services that exceed the funding that is available through the Georgia Department of Education or a Sponsor, FranklinCovey shall invoice District directly for such fees and expenses, and District shall pay all invoices within thirty (30) days of receipt. All shipments are FOB Shipping Point. 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.

**Recordings:** School shall not make or allow to be made any audio and/or video recordings of the Services. School 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 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.

**INDEMNIFICATION:** FranklinCovey shall indemnify and hold harmless the District, its Board of Education, agents, employees, and officers from all claims, expenses (including attorney's fees and costs of defense) and losses and damages to any person or property, other than losses or damages resulting from the District's gross negligence, that result from the negligent or wrongful acts or omissions of the FranklinCovey, its employees, agents, or from the operation of its equipment. This provision shall survive the expiration or termination of this Contract.

**Choice of Law:** The Agreement shall be governed by the laws of the State of Georgia, regardless of any conflict of law or rules that would require an application of the laws of another jurisdiction. Venue and jurisdiction shall be proper only in the federal and state courts located or serving the county in which the District is located.

**ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT OF 2011.** FranklinCovey and District both acknowledge and agree that compliance with the requirements of O.C.G.A. §§ 13-10-91, *et seq.*, Georgia State Board Rule 300-10-1.02, *et. seq.* and O.C.G.A. § 50-36-1, *et seq.* are conditions of this Agreement. By signing this agreement, FranklinCovey certifies that he/she is in compliance with O.C.G.A. §§ 13-10-91, *et. seq.* and will continue to comply with the statutes during the term of this Agreement.

**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

