



Sponsors it



Delivers it



YOUR SCHOOL

Implements it

**LEADER.ORG
CONDITIONAL GRANT
SERVICES AND SPONSORSHIP AGREEMENT**

This Services and Sponsorship Agreement (this “**Agreement**”) is entered into to be effective as of this ____ day of _____ 2017 (the “Effective Date”) by and between Franklin Covey Client Sales, Inc., a Utah corporation (“**FranklinCovey**”), I Am A Leader Foundation, a Utah nonprofit corporation (“**Sponsor**”) and The School Board of Broward County, Florida (“**School District and/or SBBC**”).

RECITALS

WHEREAS, FranklinCovey offers to Schools within the School District unique educational solution, entitled “The Leader in Me®,” which helps schools establish a culture of character and leadership with its teachers and students (the “**TLIM Solution**”).

WHEREAS, upon review of School’s grant application, Sponsor desires to sponsor the specific school, Fox Trail Elementary (hereafter, “**School**”), and as a grant to School District, pay to FranklinCovey a portion of the funding necessary for the delivery of Year 1 Components (defined below) listed in Exhibit C following FranklinCovey’s delivery of said Year 1 Components to School.

WHEREAS, if School meets or exceeds the requirements for Year 1 Components, Sponsor may authorize School District to receive the Year 2 Components (defined below) listed in Exhibit C as an extension of its grant to School District.

WHEREAS, if School meets or exceeds the requirements for Year 2 Components, Sponsor may authorize School District to receive the Year 3 Components (defined below) listed in Exhibit C as an extension of its grant to School District.

NOW, THEREFORE, in consideration of the premises and the covenants contained herein, the parties agree as follows:

AGREEMENT

- A. Performance Requirements of School.** As a condition to Sponsor's funding of the delivery of the TLIM Solution, the School agrees to meet or exceed the requirements outlined below.
1. Training. Per the grant terms, School shall commit to have all teachers, staff, and administrators participate in the TLIM Solution Year 1 Components and, if approved, Year 2 and/or Year 3 Components training as prescribed in the attached Exhibit C.
 2. Data. Except as may be otherwise limited by Federal and State law, School shall provide the following data to Sponsor and/or FranklinCovey each year during the five (5) year "**Term**" (described in Section J below). Only aggregate data is collected; no individual student's personal information is requested. Sponsor and/or FranklinCovey may share the survey results and data with third-parties. For example, but not meant as limiting, Sponsor may share the results with potential donors who are interested in supporting the TLIM Solution within schools.
 - a. Online surveys for staff (administrators, teachers, staff), parents of all grade levels, and students (grades 4 and above) administered and taken anonymously through FranklinCovey's The Leader in Me Online portal at various stages of each school year (e.g., prior to Year 1 Term training, end of each school year). FranklinCovey shall not administer surveys to staff, parents, and students without prior written approval from the School District Program Evaluation Department's Institutional Review Board. School will submit the survey to its Program Evaluation Department's Institutional Review Board for review and prior approval.
 - i. Measureable Results Survey: For clarity and avoidance of doubt, The Leader in Me® process includes a survey whereby staff, parents and students are asked some 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. It may also be used for research.
 - b. Student discipline referrals (to be provided after completion of each school year during the Term).
 - c. Student attendance (to be provided after completion of each school year during the Term).
 - d. Academic test scores (overall % of students passing grade-level Math and Reading—to be provided after completion of each school year during the Term).
 3. Lighthouse Team. The School shall organize and actively engage, during the Term, a school "**Lighthouse Team**" to lead and continually improve the implementation of the TLIM Solution and to focus the School's efforts on qualifying for "**Lighthouse Milestone**" status.
 4. Lighthouse Milestone. The School shall make best efforts to be fully qualified to achieve the Lighthouse Milestone (see Exhibit A) in three to five (3-5) years of beginning the implementation of the TLIM Solution.
 5. Leadership Events. The School will host at least one "**Leadership Event**" every academic school year for the duration of the Term. A Leadership Event such as a student-led parent night or leadership day allows students the opportunity to practice leadership skills and demonstrate the School's leadership work with parents, community leaders, and other interested parties.

6. Progress to Lighthouse Assessment Reports. At the end of each school year for the duration of the Term of this Agreement, School will submit a “**Progress to Lighthouse Assessment Report**” to Sponsor containing the following information described. (NOTE: The information provided in the Reports must not include the names of students or any other personal information that may violate applicable privacy laws, unless written permission is received from the individual being identified, and in the case of a student, permission from the parent or guardian.)
 - a. School’s self-assessment of progress towards Lighthouse Milestone with reference to the thirty-five “**Lighthouse Criteria**” as described on Exhibit A.
 - b. A summary of the School’s successes, challenges and key learning experiences resulting from implementing the TLIM Solution. This summary shall also contain detailed stories of how the TLIM Solution has positively impacted students, teachers, staff, administrators, parents and families.
 - c. Information about each annual **Leadership Event**.
 - d. Once the Lighthouse Milestone is achieved per Exhibit A, a summary of how the principal has provided mentoring services during the school year to other principals working to achieve the Lighthouse Milestone.
 7. Commitment to Continuity in LIM Process. The School, in conjunction with district personnel, shall make best efforts to ensure School’s continued engagement and pursuit of the Lighthouse Milestone in the event a principal change during the Term of this agreement.
- B. Payment Terms. FranklinCovey shall invoice School District, with a copy to Sponsor, as follows. All payments are due within thirty (30) days of invoicing.
1. Invoice to School for Year 1 Components Grant. FranklinCovey shall invoice the School District up to, and not to exceed, the amounts listed for each Year 1 Component in Exhibit C upon the delivery of each Year 1 Component listed in Exhibit C to be delivered to School during the first academic school year or other agreed upon timeframe described in Exhibit C (“**Year 1 Term**”) wherein School implements the TLIM Solution (“**Year 1 Components**”). Travel expenses for providing Year 1 Components are to be invoiced at pursuant to School Board Policy 3400 and shall be paid for only up to the total combined estimated travel expense amounts listed in Exhibit C. For clarity, grant funds from Sponsor shall be used to pay FranklinCovey per Section 2 below.
 2. Copy of Invoice to Sponsor. FranklinCovey shall send to Sponsor a copy of the invoice delivered to School for the Year 1 Components as described above, and Sponsor shall, on behalf of, and as a grant to, School, pay FranklinCovey up to, and not to exceed, the amounts listed for each Year 1 Component in Exhibit C delivered to School.
 3. School’s Qualification for Year 2 Components Grant. Qualification is based on the completion of Performance Requirements as outlined in Section A. In its review of School’s performance, Sponsor determines in its sole discretion that School has met or exceeded the requirements, and Sponsor may authorize School District to receive Year 2 training components during an the second academic school year or other agreed upon timeframe described in Exhibit C (“**Year 2 Term**”) of implementation of the TLIM Solution (“**Year 2 Components**”) as an extension of Sponsor’s grant. Sponsor’s written authorization of the Year 2 Component grant must be received by School District prior to the delivery of Year 2 Component training. Without said authorization, School District shall be responsible for the cost of Year 2 Components. In the event that Sponsor awards School a grant relating to Year 2 Components, (i) FranklinCovey shall invoice School for such Year 2 Components, with a copy to Sponsor, in the same manner as provided for in Paragraphs 1 and 2 of this Section B, and (ii) Sponsor agrees, on behalf of, and

as a grant to, School District, to pay FranklinCovey up to, and not to exceed, the amounts listed for each Year 2 Component in Exhibit C delivered to School.

4. School's Qualification for Year 3 Components Grant. Qualification is based on the completion of Performance Requirements as outlined in Section A. In its review of School's performance, Sponsor determines in its sole discretion that School has met or exceeded the requirements, and Sponsor may authorize School District to receive Year 3 training components during the third academic school year or other agreed upon timeframe described in Exhibit C ("**Year 3 Term**") of implementation of the TLIM Solution ("**Year 3 Components**") as an extension of Sponsor's grant. Sponsor's written authorization of the Year 3 Component grant must be received by School District prior to the delivery of Year 3 Component training. Without said authorization, School District shall be responsible for the cost of Year 3 Components. In the event that Sponsor awards School District a grant relating to Year 3 Components, (i) FranklinCovey shall invoice School District for such Year 3 Components, with a copy to Sponsor, in the same manner as provided for in Paragraphs 1 and 2 of this Section B, and (ii) Sponsor agrees, on behalf of, and as a grant to, School District, to pay FranklinCovey up to, and not to exceed, the amounts listed for each Year 3 Component in Exhibit C delivered to School.
5. Component Innovations and Delivery Methods. Sponsor reserves the right to modify and approve in writing the delivery method of each Year 1, Year 2 and Year 3 Component based on FranklinCovey innovations of TLIM Solution and on economies of scale that may be achieved by technology developments and by having multiple schools in the same region implement various components in the Year 1, Year 2 and Year 3 Components together. The intent of such modifications would be to lower the cost of TLIM Solution implementation while maintaining high quality, and to consider unique school needs.
6. School's Annual Membership Fee. School agrees to pay FranklinCovey the non-refundable amount of **\$7,500** associated with The Leader in Me Annual Membership as described in Exhibit B (the "**Annual Membership**") and in accordance with the following schedule:
 - a. \$7,500 invoiced within 30 days of the signing of this Agreement; and
 - b. \$7,500 invoiced upon the beginning of each contract year for contract years two through five of the remainder of the Initial Term (defined below).

For clarity, the Annual Membership Fee is not a component of the grant and is therefore a cost paid to FranklinCovey by the School District.

7. FranklinCovey-donated Student Materials. Depending on the funding supporting this grant, student materials shall be donated by FranklinCovey. If donated, FranklinCovey agrees to provide student materials as described in Exhibit D. These materials are provided as a one-time award during the first year of the grant agreement, and were made available through FranklinCovey's commitment to donate one student activity guide/journal for each 7 Habits Signature 4.0 Participant Kit sold.
- C. Facilities.** School shall be responsible for providing an appropriate classroom for TLIM Solution training and to furnish the classroom with audio/visual equipment required by FranklinCovey and all costs associated therewith.
- D. Scheduled Training Cancellation/Reschedule Fees.** In an effort to keep travel costs down, School agrees to provide thirty (30) days written notice (email sufficient) to schedule a FranklinCovey consultant to deliver a TLIM Solution session. If School provides fewer than thirty (30) days' written notice, School District agrees to pay FranklinCovey for all travel costs that exceed the amount allocated for travel under the grant. Further, fifteen (15) calendar days' notice is required to cancel or reschedule a TLIM Solution session. If School provides fewer than fifteen days' notice, School District will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consulting fee to cover FranklinCovey's costs incurred. School District will not be assessed a cancellation/rescheduling fee for any TLIM Solution session canceled or rescheduled by FranklinCovey.

- E. Substitution of Instructor.** If for any reason the scheduled FranklinCovey instructor is unable to conduct a particular TLIM Solution session, FranklinCovey will provide a substitute instructor or, at School's option, reschedule the TLIM Solution session.
- F. Copyright.** FranklinCovey owns or controls all intellectual property rights, proprietary rights and copyrights to all of the TLIM Solution concepts and materials including, but not limited to, the materials described in the attached Exhibit C and all derivative works (the "**Materials**") and any documentation, images, animation, sound, music and text on the Site. Unless otherwise provided herein, any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification or revisions of any Materials, concepts or any portion thereof is expressly prohibited and shall constitute a breach of this Agreement. Additionally, School shall not (nor permit anyone else) to reverse engineer, decompile disassemble, or otherwise attempt to discover the source code or underlying ideas or algorithms of any software used with the Site. Nothing in this Agreement implies a grant of license for School to use the Materials outside of the scope of this Agreement. The Materials are intended for individual use only and are not for resale.
- G. Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.
- H. TLIM Online and Intellectual Property License.** Teachers and/or staff of School ("Users") are entitled to access "The Leader in Me Online" protected site of FranklinCovey's Leader in Me website (the "TLIM Online") located at www.leaderinme.org and receive a limited license to use certain FranklinCovey intellectual property as defined in this Section.
- a. **Grant of Rights To TLIM Online:** FranklinCovey hereby grants School, a limited, non-exclusive, non-transferable, revocable license for Users, for whom an annual license fee has been paid, to access the TLIM Online. Access to the TLIM Online shall be available only to Users, who will receive a unique registration code from an authorized representative of School (e.g. Principal) prior to logging into the site. School and Users agree not to make the TLIM Online available in any manner to individuals who are not a party to this Agreement or to the general public and specifically students. The TLIM Online is provided for the benefit of Users only who have paid a license fee for this site. FranklinCovey will not provide technical support to School and Users or be liable in the event the TLIM Online or related technology fails. Users agree to accept the terms and conditions of the TLIM Online site. In the event of a conflict between this Agreement and the TLIM Terms and Conditions, this Agreement shall prevail and control.
- b. **Intellectual Property License:** FranklinCovey hereby grants to the School, a limited, non-exclusive license (the "License"), to use the FC IP (defined below) within School only in connection with the delivery or promotion of FranklinCovey's The Leader in Me® solution within its school. For clarity, the FC IP may be used with, but not meant to be limiting, lesson plans, bulletin boards, posters, tee shirts, pins and songs and other similar uses, excluding planners/agendas, unless 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 work ("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 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.

- I. **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.
- J. **Term.** The term of this Agreement shall commence upon the execution of all parties and shall continue until June 12, 2021 (the “**Term**”). Upon the implementation of Year 1 Components, and if applicable, Year 2 and/or Year 3 Components, Sponsor shall have no further financial obligations pursuant to this Agreement whatsoever. By signing this Agreement and thereby accepting any portion of Sponsor’s Year 1 and/or Years 2-3 Component grant, School is obligated to fulfill all School Performance Requirements listed in Section A and to fulfill its financial commitment outlined in Section B, Paragraph 3 each year for the full 5-year Term, contingent upon its Annual Appropriations as outline in Paragraph G.
- K. **Recordings.** Unless otherwise agreed upon in writing by FranklinCovey, School shall not make or allow to be made any audio and/or video recordings of the TLIM Solution. School shall inform the audience and otherwise take reasonable actions to insure that no recordings of the TLIM Solution are made.
- L. **Participant Materials Returned.** Customized products, online profiles, online learning modules, and personal coaching sessions purchased in learning bundles are not eligible for refund. Software products must be returned within fourteen (14) days of purchase or TLIM Solution training date in the original, unopened packaging for refund. All Materials carry an unconditional guarantee against any manufacturing defect for one (1) full year.
- M. **Limitation of Liability.** **NEITHER FRANKLINCOVEY NOR ITS LICENSORS MAKE ANY WARRANTY, GUARANTEE OR REPRESENTATION EITHER EXPRESS OR IMPLIED 1) REGARDING THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SITE, OR 2) THAT CERTAIN RESULTS MAY BE OBTAINED IN CONNECTION WITH THE USE OF THE SITE. NEITHER FRANKLINCOVEY NOR ITS LICENSORS ASSUME ANY RESPONSIBILITY FOR ANY DAMAGE OR LOSS CAUSED BY THE USE OR MISUSE OF THE SITE OR THE USE OR MISUSE OF ANY THIRD PARTY OR SCHOOL’S SOFTWARE, HARDWARE OR SYSTEMS. NEITHER FRANKLINCOVEY NOR ITS LICENSORS SHALL BE LIABLE TO SCHOOL FOR ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING FROM THE SITE PROVIDED HEREUNDER. SCHOOL DISTRICT SHALL NOT BE LIABLE TO NEITHER FRANKLINCOVEY NOR ITS LICENSORS FOR ANY CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES ARISING FROM THE SITE PROVIDED HEREUNDER. FRANKLINCOVEY’S AGGREGATE LIABILITY TO SCHOOL DISTRICT IN RELATION TO ANY CLAIMS ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO FRANKLINCOVEY UNDER THIS AGREEMENT. SCHOOL DISTRICT’S AGGREGATE LIABILITY TO SCHOOL IN RELATION TO ANY CLAIMS ARISING UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT PAID TO FRANKLINCOVEY UNDER THIS AGREEMENT.**
- N. **Indemnification and Insurance.**
 - 1. Except for Sponsor’s commitment to fund as specifically set forth in Paragraph 2 of Section B, above, and if Year 2 or Year 3 Components grant is awarded, Sponsor’s commitment to fund as set forth in Paragraphs 4 and 5 of Section B, above, FranklinCovey shall indemnify, defend and hold Sponsor, its directors, employees and agents, harmless from and against any and all claims, actions, suits, proceedings, losses, damages, liabilities, costs and expenses (including without limitation, reasonable attorneys’ fees) (“**Claims**”) related to or arising from FranklinCovey’s breach of its duties, obligations or representations under this Agreement or that may be made or claimed by anyone for injuries to persons or damage to property, resulting from acts or omissions of FranklinCovey or its employees or agents; or by any employees of, or subcontractors used by, FranklinCovey for injuries or damages claimed under workmen’s

compensation or similar acts. FranklinCovey shall defend Sponsor against any such liability, claim or demand should Sponsor so request. Sponsor agrees to notify FranklinCovey of any written claims or demands made against Sponsor for which FranklinCovey may be liable hereunder.

2. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.
3. FranklinCovey agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by FranklinCovey, its agents, servants or employees; the equipment of FranklinCovey, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of FranklinCovey or the negligence of FranklinCovey's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by FranklinCovey, SBBC or otherwise.
4. **Insurance Requirements.** The **FranklinCovey** shall comply with the following insurance requirements throughout the term of this Agreement.

a) **General Liability.** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.

b) **Professional Liability/Errors & Omissions.** Limit not less than \$1,000,000 per occurrence covering services provided under this Agreement.

c) **Workers' Compensation.** Florida Statutory limits in accordance with Chapter 440, Florida Statutes; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

d) **Auto Liability.** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.

e) **Acceptability of Insurance Carriers.** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.

f) **Verification of Coverage.** Proof of the required insurance must be furnished by the **FranklinCovey** to SBBC Risk Management Department by Certificate of Insurance within fifteen (15) days of the date of the Agreement. All certificates (and any required documents) must be received and approved by SBBC before any work commences to permit the **FranklinCovey** time to remedy any deficiencies. Please verify your account information and provide contact details for your company's Insurance Agent via the link provided in the email upon award of this Agreement.

g) **Required Conditions.** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

- 1) The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.

2) All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

3) Certificate Holder: The School Board of Broward County, Florida, , c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668

h) Cancellation of Insurance. The **FranklinCovey** is prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.

i) The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this Agreement.

O. 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 this Agreement shall prevail.

P. Modification of Agreement. Notwithstanding any provision in this Agreement any and all amendments or modifications to this Agreement must be in writing signed by the parties hereto.

Q. Binding Authority. The person executing this Agreement on behalf of School District, Sponsor and FranklinCovey, warrants they have the authority to bind School, Sponsor and FranklinCovey, respectively.

R. Affirmative Action/Equal Opportunity Employer. FranklinCovey complies with the EEO clause of EO 11246, as amended, and 41 CFR 60-741.4 and 41 CFR 60-250.4.

S. Force Majeure. No party 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 the parties.

T. Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted exclusively to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida or exclusively to the jurisdiction of the Southern District of Florida. FranklinCovey and Sponsor agrees and admits that the state courts of the Seventeenth Judicial Circuit of Broward County, Florida and the Southern District of Florida shall have jurisdiction over FranklinCovey and Sponsor.

U. Compliance with State and Local Laws. School hereby accepts sole responsibility for its compliance with Florida state and local laws, including but not limited to laws relating to purchasing, contracting, taxes, authorizations, bonding and so forth.

V. Compliance with Charitable Organizations Laws. Sponsor is a nonprofit Utah corporation, exempt from federal income taxation under Section 501(a) of the Internal Revenue Code ("**Code**") and described as a private foundation under Section 501(c)(3) of the Code. As such, Sponsor is in all instances subject to, and must comply with, (a) the Code and related Treasury Regulations, interpretations of those authorities by the Internal Revenue Service and courts of competent jurisdiction, and (b) the Utah Revised Nonprofit Corporation Act (collectively, the "**Charitable Organizations Laws**"). As a material and necessary inducement for Sponsor to enter into this Agreement, FranklinCovey and School agree that the performance, interpretation and enforcement of this Agreement shall at all times be governed by, and subject to, the Charitable Organizations Laws (including without limiting the foregoing prohibitions contained therein with respect to prohibited transactions or prohibited private benefits or private inurements). Further, if and to the extent of a

determination of counsel to the sponsor or determination, ruling or assessment by the Internal Revenue Service or other authority of competent jurisdiction that any term or condition of this Agreement violates the Charitable Organizations Laws, notwithstanding anything to the contrary in this Agreement, this Agreement shall be, and hereby is, amended and reformed, whether retroactively or currently, to the extent required or necessary to ensure compliance with such Charitable Organizations Laws.

- W. Enforceability.** Should any one or more of the provisions of this Agreement be determined to be illegal or unenforceable, all other provisions shall be given effect separately therefrom and shall not be affected thereby.
- X. Counterparts.** This Agreement may be executed in counterparts, and delivered by facsimile or other electronic means, in which case all such counterparts shall constitute one and the same agreement.
- Y. Authorized Disclosure.** School and FranklinCovey hereby authorize Sponsor to provide an executed copy of this Agreement to donors of Sponsor in order to provide such donors with evidence of the relationship and duties of the parties hereto.
- Z. No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.
- AA. Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.
- BB. Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.
- CC. Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.
- DD. Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder

shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Paragraph CC.

EE. Excess Funds. Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC.

FF. Public Records. Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

GG. Student Records: Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall 1) fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records, 2) hold the student information and records, and employee records in strict confidence and not use or disclose same except as required by this Agreement or as required or permitted by law unless the parent of a student provides prior written consent for their release, 3) only share student information and records, and employee records to those who have a need to access the information in order to perform their assigned duties in the performance of this Agreement, 4) safeguard student information and records, and employee records through administrative, physical and technological safety standards to ensure adequate controls are in place to protect the student's records and information in accordance with FERPA's privacy requirements, 5) notify SBBC immediately upon discovery of a breach of confidentiality of student information and records, take all necessary notification steps as may be required by federal and Florida law, 6) prepare and distribute , at its own cost, any and all required notifications, under federal and Florida law, or reimburse SBBC any direct costs incurred by SBBC for doing so, and 7) be responsible for any fines or penalties for failure to meet notice requirements pursuant to federal and/or Florida law. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement.

HH. Compliance with Laws. Each party shall comply with all applicable federal, state and local laws, applicable SBBC policies, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

- II. Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.
- JJ. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
- KK. Assignment.** Neither this Agreement or any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.
- LL. Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way affect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.
- MM. Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- NN. Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.
- OO. Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.
- PP. Contract Administration.** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

IN WITNESS WHEREOF, THE Parties hereto have made and executed this Agreement on the date first above written.

[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES TO FOLLOW]

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Abby M. Freedman, Chair

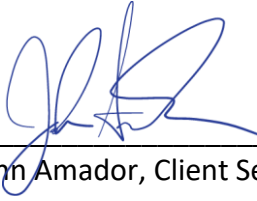
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

[THIS SPACE INTENTIONALLY LEFT BLANK]

FRANKLIN COVEY CLIENT SALES, INC.



John Amador, Client Services Manager

I AM A LEADER FOUNDATION

Sonya Warner, Grant Manager

[THIS SPACE INTENTIONALLY LEFT BLANK]

EXHIBIT A
Lighthouse Milestone Criteria

SEE Core Paradigms	Paradigm of Leadership		Paradigm of Potential		Paradigm of Change		Paradigm of Motivation		Paradigm of Education	
	NOT THIS	BUT THIS	NOT THIS	BUT THIS	NOT THIS	BUT THIS	NOT THIS	BUT THIS	NOT THIS	BUT THIS
	Leadership is for the few.	Everyone can be a leader.	A few people are gifted.	Everyone has genius.	To improve schools, the system needs to change first.	Change starts with me.	Educators control and direct student learning.	Educators empower students to lead their own learning.	Focus solely on academic achievement.	Develop the whole person.

DO Highly Effective Practices	<p align="center">Teach Leadership Principles</p> <hr/> <p>Professional Learning</p> <ul style="list-style-type: none"> Ongoing Staff Learning New-Staff Learning Principal Learning and Modeling <p>Student Learning</p> <ul style="list-style-type: none"> Direct Lessons Integrated Approaches Modeling <p>Family Learning</p> <ul style="list-style-type: none"> Family Communication 7 Habits Training for Families Student Teaching at Home 	<p align="center">Create a Leadership Culture</p> <hr/> <p>Leadership Environment</p> <ul style="list-style-type: none"> Physical Environment (See) Common Language (Hear) Emotional Environment (Feel) <p>Shared Leadership</p> <ul style="list-style-type: none"> Student Leadership Roles Student Voice Active Lighthouse Teams <p>Leadership Events</p> <ul style="list-style-type: none"> Schoolwide Events Classroom Events Family & Community Events 	<p align="center">Align Academic Systems</p> <hr/> <p>Schoolwide Goal Achievement</p> <ul style="list-style-type: none"> School Goals Team Goals Staff Goals <p>Student-Led Achievement</p> <ul style="list-style-type: none"> Student Goals Leadership Notebooks Student-Led Conferences <p>Empowering Instruction</p> <ul style="list-style-type: none"> Teacher Planning and Reflection Collaborative Protocols Student-Led Learning
	GET Measurable Results	Leadership	Culture

EXHIBIT B
School's Annual Financial Commitment

Year	School's Annual Membership Fee (Payable to FranklinCovey)
	The Leader in Me Annual Membership \$7,500.00
1	Total \$7,500.00
	The Leader in Me Annual Membership \$7,500.00
2	Total \$7,500.00
	The Leader in Me Annual Membership \$7,500.00
3	Total \$7,500.00
	The Leader in Me Annual Membership \$7,500.00
4	Total \$7,500.00
	The Leader in Me Annual Membership \$7,500.00
5	Total \$7,500.00

EXHIBIT C
Grant Components

NOTES:

1. We are pleased to sponsor the services and materials as shown in this exhibit, which are based on your application and the numbers you provided. By necessity these numbers remain fixed, and we will not be able to accommodate changes. If you desire additional services or materials, we invite you to contact your FranklinCovey Client Partner to place an order, the costs for which you will naturally be responsible.

2. Should you choose to configure or time the delivery of these components in ways that increase the cost of delivering these components (for instance breaking the 7 Habits / Launching Leadership training into three, NON-consecutive days), you will be responsible to cover the extra costs. Please work carefully with FranklinCovey to manage these costs, particularly the variable travel and shipping costs.

3. Sales taxes, if applicable, are not included in these estimates but will be covered by Sponsor.

Year 1		
7 Habits 4.0 / Launching Leadership (req'd as 3 consecutive days by Dec 31, 2017)		
	Quantity	Total
TLIM Lev K Teacher Ed 2.0 (1 per teacher)	11	\$285.45
TLIM Lev 1 Teacher Ed 2.0 (1 per teacher)	11	\$285.45
TLIM Lev 2 Teacher Ed 2.0 (1 per teacher)	12	\$311.40
TLIM Lev 3 Teacher Ed 2.0 (1 per teacher)	11	\$285.45
TLIM Lev 4 Teacher Ed 2.0 (1 per teacher)	10	\$259.50
TLIM Lev 5 Teacher Ed 2.0 (1 per teacher)	10	\$259.50
Total Teacher/Staff Guides		\$1,686.75
7 Habits of Happy Kids book (if Elementary or PreK-8 school = 1 per elementary/General classroom; if Middle school = 0)	71	\$816.50
7 Habits of Happy Kids poster set (if Elementary or PreK-8 school = 1 per elementary/General classroom; if Middle school = 0)	71	\$1,771.45
7 Habits Tree Poster (if Elementary or PreK-8 school = 1 per elementary/General classroom; if Middle school = 0)	71	\$781.00
Total Classroom Materials		\$3,368.95
The Leader in Me book - 2nd Ed. (1 per Non-teach staff + 10% of Teachers)	32	\$320.00
Total Other Materials		\$320.00
Subtotal - Fixed		\$5,375.70
Shipping		\$140.17
Subtotal - Variable (Estimate)		\$140.17
		\$5,515.87

Creating Culture (1 day - by Dec 31, 2017)		
	Quantity	Total

Consultant Days - Creating Culture	2	\$5,200.00
Total Consultant Days	2	\$5,200.00
Creating Culture TLIM Field Guide (unless school previously had Creating Culture or Impl. 1, if Elementary = 1 per Total Staff; if K-8 = 1 per Grades preK-5/General/non-teaching staff; if Middle or High school = 0)	120	\$2,400.00
Total Teacher/Staff Guides		\$2,400.00
Subtotal - Fixed		\$7,600.00
Travel Cap (costs exceeding Travel Budget [below] may be covered up to Travel Cap by Sponsor; this number is NOT included in grant estimates)	2	\$2,400.00
Travel Budget		\$1,680.00
Shipping		\$82.37
Subtotal - Variable (Estimate)		\$1,762.37
		\$9,362.37

Coaching Day - Year 1		
	Quantity	Total
Coach Day	1	\$2,600.00
Subtotal - Fixed	1	\$2,600.00
Travel Cap (costs exceeding Travel Budget [below] may be covered up to Travel Cap by Sponsor; this number is NOT included in grant estimates)	1	\$1,200.00
Travel Budget		\$840.00
Subtotal - Variable (Estimate)		\$840.00
		\$3,440.00

Year 2		
Aligning Academics (1 day by Dec 31, 2018)		
	Quantity	Total
Consultant Days - Aligning Academics	1	\$2,600.00
Total Consultant Days	1	\$2,600.00
Aligning Academics TLIM Field Guide (if Elementary school = 1 per elementary/General teacher + 5 extra; if PreK-8 school = 1 per Grades preK-5/General teacher + 5 extra; if Middle school = 0)	103	\$2,060.00
Total Teacher/Staff Guides		\$2,060.00
Subtotal - Fixed		\$4,660.00
Travel Cap (costs exceeding Travel Budget [below] may be covered up to Travel Cap by Sponsor; this number is NOT included in grant estimates)	1	\$1,200.00
Travel Budget		\$840.00
Shipping		\$82.37
Subtotal - Variable (Estimate)		\$922.37
		\$5,582.37

Coaching Day - Year 2		
	Quantity	Total
Coach Day	1	\$2,600.00
Subtotal - Fixed	1	\$2,600.00
Travel Cap (costs exceeding Travel Budget [below] may be covered up to Travel Cap by Sponsor; this number is NOT included in grant estimates)	1	\$1,200.00
Travel Budget		\$840.00
Subtotal - Variable (Estimate)		\$840.00
		\$3,440.00

Year 3		
Empowering Instruction (1 day by Dec 31, 2019)		
	Quantity	Total
Consultant Days - Empowering Instruction	1	\$2,600.00
Total Consultant Days	1	\$2,600.00
Empowering Instruction Field Guide (1 per classroom/general teacher +5 extra)	103	\$2,060.00
Subtotal - Fixed		\$4,660.00
Travel Cap (costs exceeding Travel Budget [below] may be covered up to Travel Cap by Sponsor; this number is NOT included in grant estimates)	1	\$1,200.00
Travel Budget		\$840.00
Shipping		\$82.37
Subtotal - Variable (Estimate)		\$922.37
		\$5,582.37

Totals	
Year 1 - Foundation Contribution	\$18,318.24
Year 2 - Potential Foundation Contribution	\$9,022.37
Year 3 - Potential Foundation Contribution	\$5,582.37
Grant Total - Foundation Total Contribution	\$32,922.98

EXHIBIT D
FranklinCovey Donated Student Materials

NOTES:

1. FranklinCovey is pleased to announce a one-time donation of one year's worth of TLIM Student Materials (as shown in this exhibit). This is made possible by the company's policy of donating one student workbook for every 7 Habits Signature 4.0 Participant Kit sold worldwide.

2.The Student Materials shown in this exhibit are based on your application and the numbers you provided to Leader.org. By necessity these numbers remain fixed. If you desire additional services or materials, we invite you to contact your FranklinCovey Client Partner to place an order, the costs for which you will naturally be responsible.

FC Donated Student Materials		
	Quantity	Total
TLIM Lev K Student Act Gd 2.0 (1 per student)	195	\$975.00
TLIM Lev 1 Student Act Gd 2.0 (1 per student)	205	\$1,025.00
TLIM Lev 2 Student Act Gd 2.0 (1 per student)	210	\$1,050.00
TLIM Lev 3 Student Act Gd 2.0 (1 per student)	215	\$1,075.00
TLIM Lev 4 Student Act Gd 2.0 (1 per student)	225	\$1,125.00
TLIM Lev 5 Student Act Gd 2.0 (1 per student)	230	\$1,150.00
Total Donated Student Guides Fixed Cost Estimate		\$6,400.00
Shipping (for Donated Materials)		\$167.63
Total FC Donation Estimate		\$6,567.63