

**AGENDA REQUEST FORM
THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

Meeting Date 07/22/14	Open Agenda <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Special Order Request <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
		Agenda Item Number EE-11

TITLE:	I AM A Leader Foundation						
REQUESTED ACTION:	Approve the agreement between I AM A Leader Foundation and The School Board of Broward County, Florida (as operator of Eagle Point Elementary School)						
SUMMARY EXPLANATION AND BACKGROUND:	<p>Eagle Point Elementary will be the first school in Broward County to implement The Leader in Me (TLIM) five-year transformation program with the sponsorship from FranklinCovey and the work from the Lighthouse Team consultants. The Leader in Me is a whole-school leadership transformation model based on the book "The 7 Habits of Highly Effective People." The Leader in Me produces transformational results such as higher academic achievement, fewer discipline problems, and increased engagement among teachers and parents. It equips students with the self-confidence and skills they need to thrive in the 21st-Century economy. FranklinCovey will sponsor the services and materials to include training staff, student materials, teacher/staff guides, classroom materials, and consultation with the Lighthouse Team. This program will empower students to take responsibility for their own learning and progress through the implementation of data binders and student led conferences. Teaching students to have ownership for their learning will serve them well all throughout life. More importantly, it will teach students the value of structure, ownership, and responsibility giving them a strong foundation upon which they can build to be college and career ready.</p> <p>Summary and explanation background continued on page 2.</p> <p>This agreement has been approved as to form and legal content by the Office of the General Counsel. This will be executed after School Board approval.</p>						
SCHOOL BOARD GOALS:	<input checked="" type="checkbox"/> •Goal 1: High Quality Instruction. <input checked="" type="checkbox"/> •Goal 2: Continuous Improvement. <input type="checkbox"/> •Goal 3: Effective Communication.						
FINANCIAL IMPACT:	The positive financial impact is \$53,487 from FranklinCovey and Eagle Point PTA Foundation. There is no additional financial impact to the District.						
EXHIBITS: (List)	Services and Sponsorship Agreement						
BOARD ACTION:	<div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p style="text-align: center;">APPROVED AS AMENDED</p><p><i>See attached Amendment</i></p><p><small>(For Official School Board Records' Office Only)</small></p></div><div style="width: 50%;">SOURCE OF ADDITIONAL INFORMATION:<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;">Mildred Grimaldo</td><td style="width: 40%;">754-321-2264</td></tr><tr><td>Stephanie Pollard</td><td>754-321-2263</td></tr><tr><td style="border-top: 1px solid black;">Name</td><td style="border-top: 1px solid black;">Phone</td></tr></table></div></div>	Mildred Grimaldo	754-321-2264	Stephanie Pollard	754-321-2263	Name	Phone
Mildred Grimaldo	754-321-2264						
Stephanie Pollard	754-321-2263						
Name	Phone						

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Maurice L. Woods *M.L.W.*
Chief Strategy & Operations Officer
Office of Strategy & Operations

Approved in Open Board Meeting on:
By: _____

JUL 22 2014

School Board Chair

7/22/2014

I AM A Leader Foundation

Exhibit Page 2 Summary Continued

The Lighthouse team sponsored by FranklinCovey will lead and continually improve the implementation of The Leader in Me program. School accountability reports will be submitted from the school principal and the Lighthouse Team describing the schools' successes, challenges, and key learning experiences including data collected from a school assessment of their progress resulting from implementing the TLIM program. Data from reading and math test scores, student discipline and attendance referrals, as well as staff and parent satisfaction data will be collected to track and monitor impact of the program in the school.

This project is consistent with District Strategic Plan Goal 1 High-Quality Instruction within the objective to increase college and career readiness by providing students with proactive intervention and remediation, integration of 21st Century skills, and quality education choice. It also addresses Goal 2 Continuous Improvement within the objective to monitor leading indicators associated with the objectives under high-quality instruction (attendance, behavior, grades, etc.)

EE-11 Amendment – July 22, 2014 Regular Meeting

Motion to Amend (Carried)

Motion was made by Mrs. Rupert, seconded by Mrs. Korn and carried, to change the effective date of the contract to today's Board meeting, July 22, 2014.

The
Leader in Me

WHO DOES WHAT?



Sponsors it



FranklinCovey | EDUCATION

Delivers it



YOUR SCHOOL

Implements it

**I AM A LEADER FOUNDATION
CONDITIONAL GRANT
SERVICES AND SPONSORSHIP AGREEMENT**

22nd day ^{DC}
of July 2014

This Services and Sponsorship Agreement (this "Agreement") is entered into to be effective as of this ~~1st day of April 2014~~ (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 identified on the signature page below ("School").

RECITALS

WHEREAS, FranklinCovey offers to schools a 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 School, and as a grant to School, 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 to receive the Year 2 Components (defined below) listed in Exhibit C as an extension of its grant to School.

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 Components training as prescribed in the attached Exhibit C.
2. Data. Except as may be otherwise be limited by Federal and State law, School shall provide the following data to Sponsor and FranklinCovey each year during the five (5) year "Term" (described in Section J below):

- a. Administrator/teacher/staff satisfaction survey (by administering an anonymous online survey provided by FranklinCovey prior to the Year 1 Term training, and then administering the survey at the end of every school year during the Term).
 - b. Parent satisfaction survey (by administering an anonymous online parent survey provided by FranklinCovey within 60 days of the beginning of Year 1 Term, and then administering the survey at the end of every school year during the Term).
 - c. Student leadership survey (by administering an anonymous online survey provided by FranklinCovey within 60 days of the beginning of Year 1 Term, and then administering the survey at the end of every school year during the Term).
 - d. Academic test scores (math and reading data to be collected and shared at the end of every school year during the Term).
 - e. Student discipline referrals (data to be collected at the end of every school year during the Term).
 - f. Student attendance (data to be collected at the end of every school year during the Term).
 - g. Gallup Student Poll (Gallup, the well-known research company, offers an annual Student Poll to public schools and districts (Grade 5 and above) at no cost through a web-based survey. The poll measures three key indicators shown to drive student achievement, future employment and leadership skills: 1) student hope for the future, 2) engagement with school, and 3) well-being. School shall participate in this poll and share data with Sponsor and FranklinCovey in the fall of each school year during the Term). (NOTE: Sponsor will send to School instructions for how to administer this online.)
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) within three (3) years of beginning the implementation of the TLIM Solution.
 5. Leadership Events. The School will hold "**Leadership Events**" as described in Exhibit A prior to the end of every academic school year for the duration of the Term to showcase the School's leadership work.
 6. School Accountability Reports. Within sixty (60) days of the end of Year 1 and of each school year for the duration of the Term of this Agreement, School will submit a "**School Accountability Report**" to Sponsor and FranklinCovey containing the following information described in Sections (a) through (h) below. The information provided in the School Accountability 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. A written summary report from the principal and the Lighthouse Team describing the School's successes, challenges and key learning experiences resulting from implementing the TLIM Solution. This summary shall also contain goals for the upcoming academic school year.
 - b. A detailed report on the School's assessment of their progress towards Lighthouse School status with reference to the nine "**Lighthouse Criteria**" as described on Exhibit A.
 - c. Detailed stories (written/video/photos) of how the TLIM Solution has positively impacted students, teachers, staff members, administrators, and parents/families, told when possible in first person, and/or in third person, when appropriate, by a key observer.
 - d. A confirmation that all teachers, staff, and administrators completed each component of TLIM Solution training, listing any exceptions, and that new hires have also received the required training.
 - e. A detailed (written/video/photo) report from the School on their successes, challenges, and key impressions from their Leadership Day, including an outline of the day, who participated and how, the number of attendees, and goals for the following year's Leadership Day.

- f. Data for the immediately completed academic school year regarding the following: (i) student academic test scores (reading and math), (ii) student discipline referrals, (iii) student attendance, (iv) administrator/teacher/staff satisfaction, and (v) parent satisfaction ("**Secondary Impact Data**"). School shall fulfill category (iv) and (v) requirements by administering anonymous administrator/teacher/staff and parent satisfaction surveys at the end of each academic school year. If any test score data is not available to the School for submission with the School Accountability Report, School agrees to submit such test score data separately within 14 days of the publishing of the applicable test scores.
- g. A summary of how teachers and administrators have shared their successes and best practices with other participants in the TLIM Solution on the Site (defined below).
- h. Once Lighthouse School status 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 Lighthouse School status.

B. Payment Terms. FranklinCovey shall deliver components of the TLIM Solution, as described in Exhibit C, and invoice School, with a copy to Sponsor, as follows:

1. Invoice to School for Year 1 Components. FranklinCovey shall invoice the School 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 actual cost and shall be paid for only up to the total combined estimated travel expense amounts listed in Exhibit C.
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 agrees, on behalf of, and as a grant to, School, to 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 Annual Commitment Fee. School agrees to pay FranklinCovey the non-refundable amount of **\$5,100 PLUS travel and expenses** associated with the coaching subscription services as described in Exhibit B (the "**Coaching Subscription Services**") and in accordance with the following schedule:
 - a. \$5,100 invoiced within 30 days of the signing of this Agreement. TLIM Coach travel and expenses invoiced upon occurrence during year one (plan on approximately \$1,200 for travel and expenses, however actual expenses will be invoiced); and
 - b. \$5,100 invoiced upon the beginning of each contract year for contract years two through five of the remainder of the Initial Term (defined below). TLIM Coach travel and expenses invoiced upon occurrence during years two through five (plan on approximately \$1,200 for travel and expenses, however actual expenses will be invoiced).
4. School's Qualification for Year 2 Components Grant. Once Sponsor has received from School a completed Year 1 School Accountability Report, and if, in its review of School's Year 1 School Accountability Report, Sponsor determines in its sole discretion that School has met or exceeded all Year 1 performance requirements identified in Section A above, Sponsor may authorize School to receive Year 2 training components during 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 prior to the delivery of Year 2 Component training. Without said authorization, School 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, to pay FranklinCovey up to, and not to exceed, the amounts listed for each Year 2 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 and Year 2 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 and Year 2 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. **Payment.** Payment for Year 1 Components, and if applicable, Year 2 Components, shall be due within thirty (30) days of the date of the applicable invoice.
- 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 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 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 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 the 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. **Additional Materials.** If School wishes to purchase additional Materials not covered by the grant Materials described in the attached Exhibit C, School may contact FranklinCovey to order such additional Materials at FranklinCovey's then current price. FranklinCovey shall invoice School, and School shall pay the invoiced amount in accordance with Section A above. School shall also be responsible for shipping/handling charges.
- H. **Web-based Resource Tool.** Only teachers and administrators of School ("**Site Users**") shall have access to the Teacher Lounge on the "Leader in Me" website (www.theleaderinme.org) (the "**Site**"). Site Users will be assigned a unique user identification name and password. School and Site Users agree not to make the Site available in any manner to individuals who are not participating in the implementation of the TLIM Solution or to the general public. The Site is provided for the benefit of the School, its teachers, administrators, students and parents. FranklinCovey will not provide technical support to School and Site Users or be liable in the event the Site or related technology fails. Site Users for the Teacher Lounge agree to accept the terms and conditions of such Site, which may be found at <http://www.theleaderinme.org/footer-menu/terms-of-use/>.
- I. **Intellectual Property Licenses.**
 1. FranklinCovey grants to School, a limited, non-exclusive, revocable license, to use the FC IP (defined below) within schools only in connection with the delivery or promotion of FranklinCovey's The Leader in Me® solution. For clarity, the FC IP may be used with, but not meant to be limiting, lesson plans, posters, tee shirts, pins and songs and other similar uses. School is expressly prohibited from using the FC IP in developing training. 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 each school by FranklinCovey, including *The 7 Habits®*.

2. FranklinCovey grants to School a limited, non-exclusive, nontransferable, non-sub licensable, revocable license to access the Site during the term of the Agreement. Access to the Site is licensed, not sold, to School.
3. Restricted Uses: School, nor its employees, teachers, students or staff, shall file share or publicly post (e.g. Slide Share, Pinterist®, Facebook®) the FC IP and/or any Derivative Works. Such use constitutes a breach of this Agreement and/or federal copyright laws.

J. Term. The term of this Agreement is for five (5) years (the "Term"). Upon the implementation of Year 1 Components, and if applicable, Year 2 Components, Sponsor shall have no further obligations pursuant to this Agreement whatsoever. However, School will continue to submit a School Accountability Report to Sponsor and FranklinCovey for the duration of the Term. By signing this Agreement and thereby accepting any portion of Sponsor's Year 1 and/or Year 2 Component grant, School is obligated to fulfill all School Performance Requirements listed in Section A above and to fulfill its financial commitment outlined in Section B, Paragraph 4 each year for the full 5-year Term. These contractual obligations to Sponsor remain binding whether or not School qualifies for a Year 2 Component grant.

FranklinCovey shall commence scheduling and delivering the Coaching Subscription Service in accordance with Section B, Paragraph 3 above only once it has received School's Annual Commitment Fee.

The school may terminate this Agreement without cause and for convenience upon thirty (30) days written notice to FranklinCovey and the Sponsor.

- 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. Handheld organizers and 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. FRANKLINCOVEY'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 of Sponsor.

1. Except for Sponsor's commitment to fund as specifically set forth in Paragraph 2 of Section A, above, and if a Year 2 Components grant is awarded, Sponsor's commitment to fund as set forth in Paragraph 4 of Section A, 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. Except for Sponsor's commitment to fund as specifically set forth in Paragraph 2 of Section A, above, and if a Year 2 Components grant is awarded, Sponsor's commitment to fund as set forth in Paragraph 4 of Section A, above, School shall indemnify, defend and hold Sponsor, its directors, employees and agents, harmless from and against any and all Claims related to or arising from School'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 School or its employees or agents; or by any employees of, or subcontractors used by, School for injuries or damages claimed under workmen's compensation or similar acts. School shall defend Sponsor against any such liability, claim or demand should Sponsor so request. Sponsor agrees to notify School of any written claims or demands made against Sponsor for which School may be liable hereunder.
 3. Nothing herein shall be construed as a waiver by School of sovereign immunity or of any rights or limits to liability provided by Section 768.28, Florida Statutes.
- 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.** 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, 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 governed in accordance with the laws of the State of Florida. In the event that any action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, whether or not any suit is filed.
- U. **Compliance with State and Local Laws.** School hereby accepts sole responsibility for its compliance with all 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 Foundation 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. Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with School 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 School 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 School, all public records in that party's possession upon termination of its Agreement with School 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 School in a format that is compatible with School'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.
- AA. Background Screening:** FranklinCovey agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by School in advance of FranklinCovey or its personnel providing any services under the conditions described in the previous sentence. FranklinCovey shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to FranklinCovey and its personnel. The parties agree that the failure of FranklinCovey to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling School to terminate immediately with no further responsibilities or duties to perform under this Agreement. FranklinCovey agrees to indemnify and hold harmless School, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from FranklinCovey's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the date set forth above.

FRANKLIN COVEY CLIENT SALES, INC.

Signature: Angie Witzel Name: Angie Witzel Title: Client Services Manager

SCHOOL: The School Board of Broward County, Florida (as operator of Eagle Point Elementary School)

NOTE: Upon full execution of this agreement, the Foundation would like to recognize your school and funding partners with a plaque. Please confirm the school name you would like placed on the plaque as well as a shipping address to which to send the plaque (no P.O. boxes, please).

Name on Plaque:

Shipping Address:

Principal Signature: _____ Principal Name: _____

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

BY: Patricia Good

Patricia Good, Chair

ATTEST:

Robert W. Runcie

Robert W. Runcie
Superintendent of Schools

Approved as to Form and Legal Content:

David Carlston 07/03/14
Office of the General Counsel

I AM A LEADER FOUNDATION

Signature:

Name: David Carlston

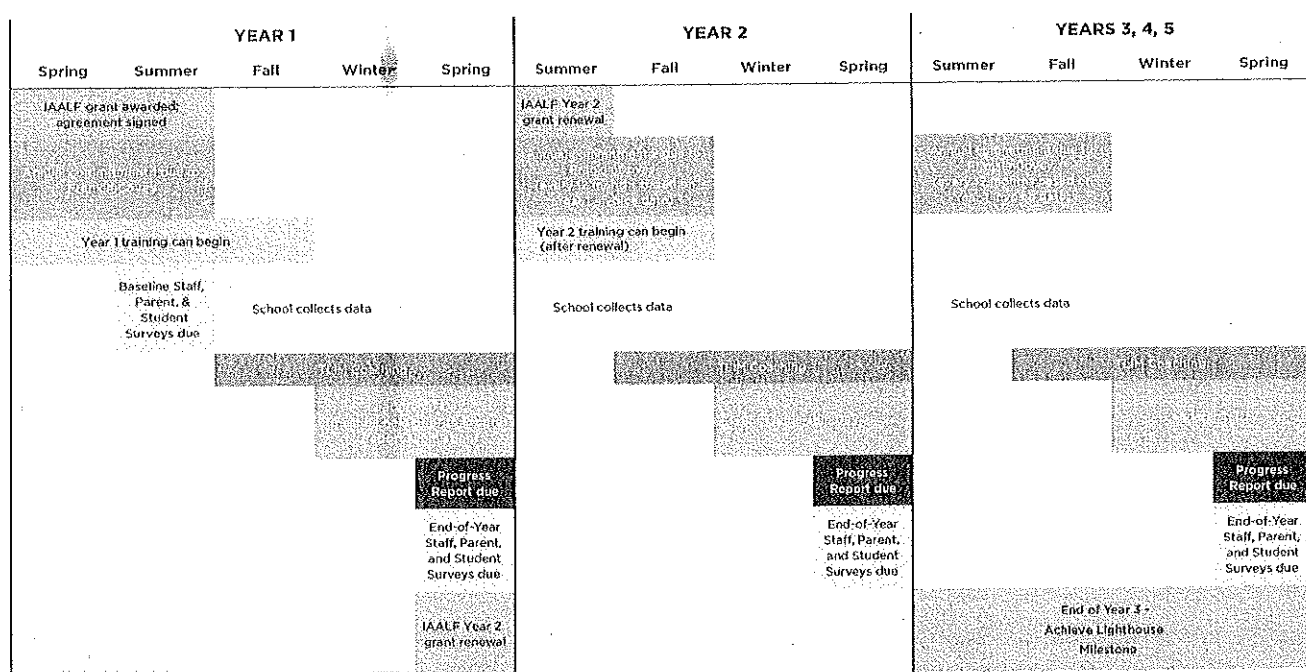
Title: COO

EXHIBIT A
Lighthouse Milestone Criteria

LIGHTHOUSE CRITERIA	RECOMMENDED STEPS TO ACHIEVING LIGHTHOUSE MILESTONE
1. Lighthouse Team A Lighthouse team is in place, meets regularly, and oversees schoolwide implementation of the leadership model.	<ul style="list-style-type: none"> Implement a few key initiatives focused on engaging students, staff, parents, and community members in the school's leadership model. Support schoolwide New-Staff Orientation and Ongoing Staff Development in <i>The Leader in Me</i> process.
2. Leadership Environment School environment reinforces the leadership model.	<ul style="list-style-type: none"> Add leadership language and tools to displays and bulletin boards in hallways and classrooms. Incorporate music, art, and technology into the school and campus environment that reinforce individual worth and leadership principles.
3. Integrated Instruction and Curriculum Teachers are integrating leadership language into instruction and curriculum daily.	<ul style="list-style-type: none"> Teach and reinforce the <i>7 Habits</i> through literature. When developing lesson plans, integrate teachable moments for reinforcing leadership principles and tools.
4. Staff Collaboration Staff works together effectively to build a culture of leadership in classrooms, and throughout the school.	<ul style="list-style-type: none"> Establish processes for mentoring and modeling the leadership principles and tools to new staff members. Use existing or establish new team structures that allow the entire staff (teaching and nonteaching) to actively collaborate in building a culture of leadership.
5. Student Leadership Students are provided with meaningful leadership roles and responsibilities.	<ul style="list-style-type: none"> Create roles for students using the word "leader" (e.g., "Leader of Technology", "Leader in Nutrition") that allow students to develop skills vital to the 21st century. Allow students to take responsibility for planning school-wide activities that support the leadership theme.
6. Parent Involvement Parents are involved in activities that support the leadership model and have an understanding of the common language being used at the school.	<ul style="list-style-type: none"> Equip parents with a general understanding of the <i>7 Habits</i>. Get started by inviting them to a Parent Night to introduce the leadership model and sending home a copy of <i>The Leader in Me</i> Parent's Guide. Involve parents in leading activities that support the leadership theme.
7. Goal Tracking A system is in place for setting and tracking goals at the student, classroom, and schoolwide level.	<ul style="list-style-type: none"> Create a system for tracking and displaying schoolwide, classroom, and individual teacher goals. Equip students with a Data Notebook and leadership tools to set and track academic and personal goals.
8. Leadership Events The school is holding events to share their leadership model with the community and other schools.	<ul style="list-style-type: none"> Invite community leaders to come to the school to share leadership insights and experiences with students. Hold a mini or full Leadership Day or similar event. Invite parents, business partners, and educators from other schools to come learn about and see your school's unique leadership model.
9. Measurable Results The school is seeing improvements as a result of implementing <i>The Leader in Me</i> process.	<ul style="list-style-type: none"> Choose indicators to measure, collect baseline data, and track regularly to determine where and to what degree the leadership model is bringing improvements (e.g., discipline referrals, academic achievement, attendance and/or tardies, staff and/or parent satisfaction). Record anecdotal evidence (e.g., success stories, parent testimonials, noted improvements in student self-confidence).

FranklinCovey Deliverables Provided in Return for School Annual Commitment
(Timeline below)

Year	FranklinCovey Deliverable	School Annual Commitment (Paid to FranklinCovey)
1	TLIM Coaching Subscription	\$3,900 + coach travel & expenses
	Intellectual Property License/TLIM Online (20% discount)	\$1,200
	Total	\$5,100 + coach travel & expenses
2	TLIM Coaching Subscription	\$3,900 + coach travel & expenses
	Intellectual Property License/TLIM Online (20% discount)	\$1,200
	Total	\$5,100 + coach travel & expenses
3	TLIM Coaching Subscription	\$3,900 + coach travel & expenses
	Intellectual Property License/TLIM Online (20% discount)	\$1,200
	Total	\$5,100 + coach travel & expenses
4	TLIM Coaching Subscription	\$3,900 + coach travel & expenses
	Intellectual Property License/TLIM Online (20% discount)	\$1,200
	Total	\$5,100 + coach travel & expenses
5	TLIM Coaching Subscription	\$3,900 + coach travel & expenses
	Intellectual Property License/TLIM Online (20% discount)	\$1,200
	Total	\$5,100 + coach travel & expenses



NOTE: There are no repercussions for not achieving Lighthouse Milestone within three years, but the IAALE grant is conditional upon grantee schools demonstrating their best efforts to do so.

EXHIBIT C

Year 1 and 2 Components

NOTES:

1. We are very pleased 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 warmly 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 Vision/7 Habits Signature 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.

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Year 1

Vision Session / 7 Habits Signature (3 consecutive days by Dec 31, 2014)	Price	Quantity	Total
Consultant			
Consultant Days	\$2,600.00	3.00	\$7,800.00
Student Materials			
TLIM Level 1 Student Activity Guide (1 per student)	\$5.00	210.00	\$1,050.00
TLIM Level 2 Student Activity Guide (1 per student)	\$5.00	210.00	\$1,050.00
TLIM Level 3 Student Activity Guide (1 per student)	\$5.00	210.00	\$1,050.00
TLIM Level 4 Student Activity Guide (1 per student)	\$5.00	210.00	\$1,050.00
TLIM Level 5 Student Activity Guide (1 per student)	\$5.00	200.00	\$1,000.00
Teacher/Staff Guides			
TLIM Level K Teacher Edition (1 per teacher)	\$25.95	10.00	\$259.50
TLIM Level 1 Teacher Edition (1 per teacher)	\$25.95	10.00	\$259.50
TLIM Level 2 Teacher Edition (1 per teacher)	\$25.95	12.00	\$311.40
TLIM Level 3 Teacher Edition (1 per teacher)	\$25.95	11.00	\$285.45
TLIM Level 4 Teacher Edition (1 per teacher)	\$25.95	9.00	\$233.55
TLIM Level 5 Teacher Edition (1 per teacher)	\$25.95	9.00	\$233.55
Classroom Materials			
7 Habits of Happy Kids books (1 per PreK-5 classroom)	\$11.50	63.00	\$724.50
7 Habits of Happy Kids poster set (1 per PreK-5 classroom)	\$24.95	63.00	\$1,571.85
7 Habits Tree Poster (1 per PreK-5 classroom)	\$11.00	63.00	\$693.00

Other Materials

Leader in Me - book [Non-teaching staff + 10% of Teachers, for those who didn't participate in the school's book study]	\$10.00	27.00	\$270.00
Vision Participant Manual (1 per Total Staff member)	\$20.00	83.00	\$1,660.00
7 Habits Participant Manual (1 per Total Staff member)	\$95.00	83.00	\$7,885.00
7 Habits of Highly Effective People book (1 per Total Staff member)	\$7.25	83.00	\$601.75
Variable Costs			
Travel	\$1,600.00	1.00	\$1,600.00
Shipping	\$573.73	1.00	\$573.73
	Sub-Total		\$ 30,162.78

Implementation / Lighthouse I (2 consecutive days by Dec 31, 2014)

	Price	Quantity	Total
Consultant Days	\$2,600.00	2.00	\$5,200.00
Implementation Training Participant Guidebook (1 per Total Staff member)	\$20.00	83.00	\$1,660.00
Lighthouse Team Training Participant Kit (1 per member)	\$95.00	10.00	\$950.00
7 Habits Facilitator Kit (1 per school)	\$425.00	1.00	\$425.00
7 Habits Families Facilitator Kit (1 per school)	\$425.00	1.00	\$425.00
7 Habits Signature Program DVD (1 per school)	\$300.00	1.00	\$300.00
Variable Costs			
Travel	\$1,400.00	1.00	\$1,400.00
Shipping	\$114.17	1.00	\$114.17
	Sub-Total		\$ 10,474.17

Foundation Coaching Day - Year 1

	Price	Quantity	Total
1 live coaching day in addition to Commitment Package (unless school is not being awarded any Year 1 consultant days)	\$2,600.00	1.00	\$2,600.00
Variable Costs			
Travel	\$850.00	1.00	\$850.00
	Sub-Total		\$ 3,450.00

Year 2**Implementation / Lighthouse II (2 consecutive days by Dec 31, 2015)**

(NOTE: School is responsible for additional travel expense if unable to do 2 consecutive days)

	Price	Quantity	Total
Consultant Days	\$2,600.00	2.00	\$5,200.00
Empowerment Day Participant Kit (1 per Total Staff + 5 extra)	\$20.00	88.00	\$1,760.00
Achieving Schoolwide Goals Participant Kit (1 per Team member)	\$95.00	10.00	\$950.00

Variable Costs			
Travel	\$1,400.00	1.00	\$1,400.00
Shipping	\$91.04	1.00	\$91.04
		Sub-Total	\$ 9,401.04

Totals

Estimated Grant Totals			
Year 1			\$ 44,086.95
Year 2 - Potential			\$ 9,401.04
Estimated Grant Total			\$ 53,487.99