

Please review and sign your document

Sent on behalf of I Am A Leader Foundation at I Am A Leader Foundation.

Robin Dupont (dupont@flaglerschools.com),

Congratulations! Your school has been selected for a 2014 I Am A Leader Foundation grant to implement FranklinCovey's The Leader in Me program, conditioned upon the execution by all parties of the attached Services and Sponsorship Agreement. The commitments you make in the Agreement reflect an appropriate, very high standard, and the Foundation will look to you to fulfill them with excellence and exactness. Please be sure that you, as the principal and primary steward of this grant and its obligations, review each commitment carefully.

We have some housekeeping that we need you to carefully review. We would like you to sign the Agreement electronically. Your first step is to click on the "Review Documents" link below, which will open a new browser tab.

A popup will ask you to agree to "do business electronically" with us. This does not mean you are actually signing the Agreement--it just means you will be able to access it. Please click on the "I agree..." checkbox and then the yellow "Review Document" button. If you get another popup box that asks whether you want to allow DocuSign to "use your current location," indicate "no" or "don't allow."

You will then be presented with a "How to Review & Sign" guide followed by the actual Agreement. Please read this carefully as it will explain how to sign it and download a copy. You will also receive a copy of our Foundation Guide to help you as you work with FranklinCovey and us in your Leader in Me journey.

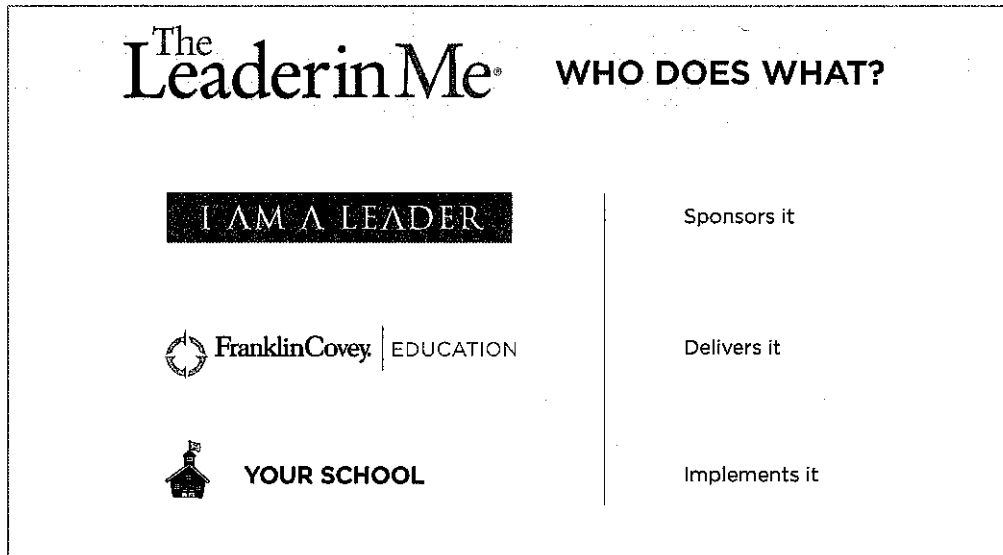
Please contact us by email (info@leader.org) should you have any technical or Foundation-related grant questions. Again, congratulations!

I AM A LEADER FOUNDATION

Review Documents

DocuSign. The fastest way to get a signature.®

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I AM A LEADER FOUNDATION

CONDITIONAL GRANT

SERVICES AND SPONSORSHIP AGREEMENT

This Services and Sponsorship Agreement (this "**Agreement**") is entered into to be effective as of this 15th 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. Academic test scores (math and reading data to be collected at the end of every school year during the Term).
 - d. Student discipline referrals (data to be collected at the end of every school year during the Term).
 - e. Student attendance (data to be collected at the end of every school year during the Term).
 - f. 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 survey.)
3. **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.
4. **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.
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 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 Milestone 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/photos) 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 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 Coaching Subscription services as described in Exhibit B 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; 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.
 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 approved, 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 sub-licensed, 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.

School may be released from the Annual Commitment Fee only if there is a change in state or local laws which affect the funds appropriated for the deliverables covered under this Agreement. In such case, School shall inform FranklinCovey and Sponsor in writing of the change in the law and shall work in earnest to develop alternative sources of funding within the district or community to fulfill its obligation. School shall be responsible for informing its district of the requirements in this Section and ensuring it has received legal approval.

- 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.
- 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 Utah. 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.

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

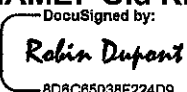
FRANKLIN COVEY CLIENT SALES, INC.

Signature: 

Name: Angie Witzel

Title: Client Services Manager

SCHOOL NAME: Old Kings Elementary School

Signature: 
DocuSigned by:
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Name: Robin Dupont

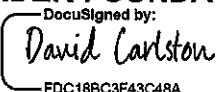
Title: School Principal

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: Old Kings Elementary School

Shipping Address: Old Kings Elementary School
301 Old Kings Road South
Flagler Beach, Florida 32136

I AM A LEADER FOUNDATION

Signature: 
DocuSigned by:
FDC18BC3F43C48A...

Name: David Carlston

Title: COO

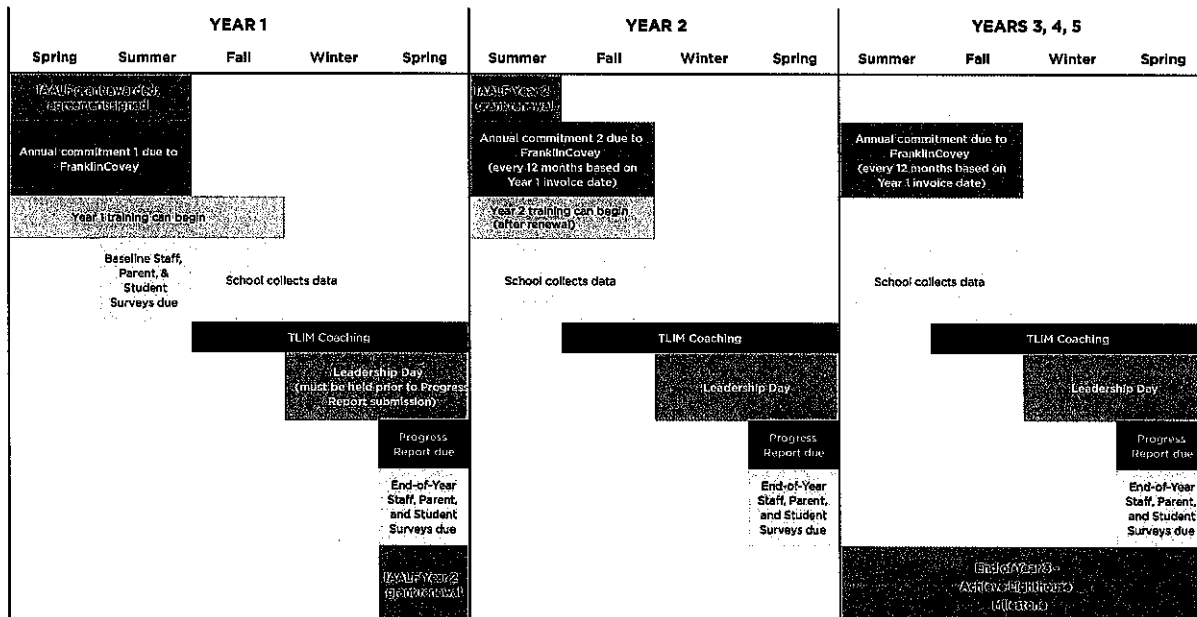
EXHIBIT A**Lighthouse Milestone Criteria**

LIGHTHOUSE CRITERIA	RECOMMENDED STEPS TO ACHIEVING LIGHTHOUSE
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).

EXHIBIT B**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 IAALF 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 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 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.

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	165.00	\$825.00
TLIM Level 2 Student Activity Guide (1 per student)	\$5.00	145.00	\$725.00
TLIM Level 3 Student Activity Guide (1 per student)	\$5.00	168.00	\$840.00
TLIM Level 4 Student Activity Guide (1 per student)	\$5.00	145.00	\$725.00
TLIM Level 5 Student Activity Guide (1 per student)	\$5.00	170.00	\$850.00
TLIM Level 6 Student Activity Guide (1 per student)	\$5.00	180.00	\$900.00
Teacher/Staff Guides			
TLIM Level K Teacher Edition (1 per teacher)	\$25.95	11.00	\$285.45
TLIM Level 1 Teacher Edition (1 per teacher)	\$25.95	11.00	\$285.45
TLIM Level 2 Teacher Edition (1 per teacher)	\$25.95	11.00	\$285.45
TLIM Level 3 Teacher Edition (1 per teacher)	\$25.95	13.00	\$337.35
TLIM Level 4 Teacher Edition (1 per teacher)	\$25.95	9.00	\$233.55
TLIM Level 5 Teacher Edition (1 per teacher)	\$25.95	10.00	\$259.50
TLIM Level 6 Teacher Edition (1 per teacher)	\$25.95	10.00	\$259.50
Classroom Materials			
7 Habits of Happy Kids books (1 per PreK-5 classroom)	\$11.50	69.00	\$793.50

7 Habits of Happy Kids poster set (1 per PreK-5 classroom)	\$24.95	69.00	\$1,721.55
7 Habits Tree Poster (1 per PreK-5 classroom)	\$11.00	69.00	\$759.00
7 Habits of Highly Effective Teens posters (1 per 6-8 classroom)	\$35.00	10.00	\$350.00
7 Habits of Highly Effective Teens books (1 per 6-8 classroom)	\$7.00	10.00	\$70.00
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	88.00	\$880.00
Vision Participant Manual (1 per Total Staff member)	\$20.00	162.00	\$3,240.00
7 Habits Signature Participant Manual (1 per Total Staff member)	\$95.00	162.00	\$15,390.00
7 Habits of Highly Effective People book (1 per Total Staff member)	\$7.25	162.00	\$1,174.50
Variable Costs			
Travel	\$1,600.00	1.00	\$1,600.00
Shipping	\$823.72	1.00	\$823.72
Sub-Total			\$ 41,413.52

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	162.00	\$3,240.00
Lighthouse Team Training Participant Kit (1 per member)	\$95.00	10.00	\$950.00
7 Habits Signature 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	\$140.17	1.00	\$140.17
Sub-Total			\$ 12,080.17

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	Price	Quantity	Total
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unable to do 2 consecutive days)			
Consultant Days	\$2,600.00	2.00	\$5,200.00
Empowerment Day Participant Kit (1 per Total Staff + 5 extra)	\$20.00	167.00	\$3,340.00
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	\$122.84	1.00	\$122.84
Sub-Total			\$ 11,012.84

Totals

Estimated Grant Totals	
Year 1	\$ 56,943.69
Year 2 - Potential	\$ 11,012.84
Estimated Grant Total	\$ 67,956.53

I AM A LEADER



FOUNDATION GUIDE

Welcome and congratulations! We are excited to be your partner in your commitment to unlocking the potential in every child to become a leader.

This guide is meant to help you as you work with FranklinCovey and the Foundation in your Leader in Me journey.

I AM A LEADER FOUNDATION is a private grantmaking charity dedicated to sponsoring programs that build students' character and leadership skills in schools around the world.

The Leader in Me®

WHO DOES WHAT?

I AM A LEADER



FranklinCovey | EDUCATION



YOUR SCHOOL

Sponsors it

Delivers it

Implements it

COMMITMENTS



YOU

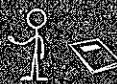


FranklinCovey

I AM A LEADER

ANNUAL COMMITMENT \$

COACHING, TLIM ONLINE, IP LICENSE



YEAR 1
TRAINING
& MATERIALS

SPONSOR

LEADERSHIP DAY

YEAR 1 PROGRESS REPORT + DATA

YEAR 2 APPROVAL

ANNUAL COMMITMENT \$

COACHING, TLIM ONLINE, IP LICENSE



YEAR 2
TRAINING
& MATERIALS

SPONSOR

LEADERSHIP DAY

YEAR 2 PROGRESS REPORT + DATA

ANNUAL COMMITMENT \$

COACHING, TLIM ONLINE, IP LICENSE

LEADERSHIP DAY

YEAR 3 PROGRESS REPORT + DATA

ANNUAL COMMITMENT \$

COACHING, TLIM ONLINE, IP LICENSE

LEADERSHIP DAY

YEAR 4 PROGRESS REPORT + DATA

ANNUAL COMMITMENT \$

COACHING, TLIM ONLINE, IP LICENSE

LEADERSHIP DAY

YEAR 5 PROGRESS REPORT + DATA



STRIVE
TO ACHIEVE
LIGHTHOUSE
MILESTONE
IN 3 YEARS

TIMELINE

YEAR 1				YEAR 2				YEARS 3, 4, 5												
Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring	Summer	Fall	Winter	Spring								
IAALF grant awarded agreement signed	Annual commitment 1 due to FranklinCovey	Year 1 training can begin	Baseline Staff, Parent & Student Surveys due	IAALF Year 2 grant renewal	Annual commitment 2 due to FranklinCovey (every 12 months based on Year 1 invoice date)	Year 2 training can begin (after renewal)	School collects data	Annual commitment due to FranklinCovey (every 12 months based on Year 1 invoice date)	School collects data											
TLIM Coaching				TLIM Coaching				TLIM Coaching												
Leadership Day (must be held prior to Progress Report submission)				Leadership Day				Leadership Day												
Progress Report due				Progress Report due				Progress Report due												
End-of-Year Staff, Parent, and Student Surveys due				End-of-Year Staff, Parent, and Student Surveys due				End-of-Year Staff, Parent, and Student Surveys due												
IAALF Year 2 grant renewal								End of Year 3 - Achieve Lighthouse Milestone												

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

YOUR SUPPORT TEAM

I AM A LEADER

Lauren Meyers can answer questions about your grant. You may reach her at lauren@leader.org.

Michelle Craig will support you in your grant commitments and annual progress reports. You may contact her with any additional questions or support needs at michelle@leader.org.



Your **Client Partner** and perhaps a **Client Partner Assistant** likely helped you apply for the grant. They will contact you to schedule your training and place your order for materials. If you have any questions about your services and materials, or if you want to order additional materials, please contact them.

Your **Client Service Coordinator** works closely with your Client Partner to make sure you receive all your training and materials.

Your **Leader in Me Coach** will help you throughout the year as you get trained and start to implement the Leader in Me. They are focused on helping you plan, implement, track progress, troubleshoot and guide you through the process so you can succeed.

Your **FranklinCovey Consultant(s)** will deliver your training components at your school and help your staff in your journey.

Sonya Warner serves as liaison between FranklinCovey and the Foundation. You will hear from her throughout the year as she helps you stay on track with your grant commitments and she will provide additional help and resources for you. You may reach her at sonya.warner@franklincovey.com.

