

FRANKLINCOVEY CLIENT SALES, INC.

The Leader in Me®

This Agreement is entered into as of the date given below (the "Effective Date") by and between Franklin Covey Client Sales, Inc., a Utah corporation whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 ("FranklinCovey") and the following organization ("Client"):

| | | | |
|--------------------------|-----------------------------|------------------------|--------------------------|
| Organization: | Mary Ann Sanders Elementary | Contact Person: | Carrie Albert |
| Address: | 3101 Fine Ave | Telephone: | (209) 552-3200 |
| City, State, ZIP: | Modesto, CA 95355 | Email Address: | calbert@sylvan.k12.ca.us |

Part I

Training Sessions/Materials and Pricing

Services to be provided include:

Annual Membership:

| | | |
|--------------------------------------|------------|---------------------------------|
| Promotional Membership for one year. | \$3,900.00 | *Scheduled to invoice July 2017 |
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Standard System includes:

- The Leader in Me Coaching System™
- 1 Onsite Coaching Day(s)
- Regional Lighthouse Coordinator Academy
- Regional New-Staff Training*
- Regional Principal's Academy*
- The Leader in Me Online
- Intellectual Property License
- *Materials will be purchased separately by client.*

| | |
|------------------|------------|
| Total Investment | \$3,900.00 |
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Part II

TLIM Online and Intellectual Property License

If Client has elected to become a Leader in Me school, teachers and/or staff of Client ("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.TheLeaderInMeOnline.org and receive a limited license to use certain FranklinCovey intellectual property as defined in this Section.

Grant of Rights To TLIM Online: FranklinCovey hereby grants Client, 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 Client (e.g. Principal) prior to logging into the site. Client 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 Client 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.

Intellectual Property License: FranklinCovey hereby grants to the Client, a limited, non-exclusive license (the "License"), to use the FC IP (defined below) within Client's schools 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, Client shall not use a FranklinCovey trademark, such as "The Leader in Me®," in or as a domain name. The License to the FC IP shall not be sublicensed, assigned, or transferred by Client. All works created by Client, using the FC IP shall be deemed derivative 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®. Client shall effectively communicate to its staff, employees, teachers and anyone else who may have access to or receive the FC IP, that such FC IP is copyright-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) the FC IP and any Derivative Works created by Client or its employees except as expressly provided for herein. The FC IP is for the benefit of Client for use within its school only.

Term of TLIM Online and License: The TLIM Online and License granted above shall commence with the Effective Date and continue for one (1) year and year to year thereafter. Client may terminate the rights granted herein by providing written notice sixty (60) days prior to the end of each 12-month period; however, all fees are non-refundable once the 12-month period and any subsequent year thereafter has commenced.

Part III

Coaching Terms and Conditions

The Leader in Me Coaching System provides an opportunity for staff and/or teachers of Client to attend the sessions described herein. Notwithstanding other terms and conditions in conflict with these terms and conditions, the following terms shall govern the coaching services.

Onsite Coaching Day(s): Your Leader in Me Coach will visit your school and assist you to implement your plans to achieve measurable results through your Leader in Me Implementation. During the day(s), he or she will lead sessions of analyzing evidence, feedback and reflection, sharing learning resources and tools, and supporting action planning. Your coach will provide a written summary of each visit including links to key resources.

Regional Lighthouse Coordinator Academy: Lighthouse Coordinator Academy provides an opportunity for two (2) staff member to participate in a professional learning community for (2) days with other schools to acquire skills and deepen implementation of The Leader in Me. This day will be held at a location in or near your community determined by FranklinCovey.

Regional New-Staff Training: New-staff Training provides an opportunity to allow new staff to participate in a regional 7 Habits Signature 4.0 training and is (2) two days of professional development at a location in or near your community determined by FranklinCovey.

Regional Principal's Academy: Principal's Academy brings premiere leadership training to principals, assistant principals, and other education leaders for (2) two days of professional development at a location in or near your community determined by FranklinCovey.

Cancellation/Rescheduling Fees: Fifteen (15) calendar days' notice is required to cancel or reschedule the Onsite Coaching Day. If Client provides fewer than fifteen (15) days' notice, Client will be billed a cancellation fee of \$1,250 or a rescheduling fee of \$625 to cover costs incurred by FranklinCovey. Client will not be assessed a cancellation/rescheduling fee if the Onsite Coaching day is cancelled or rescheduled by FranklinCovey.

Participant Travel Expenses: In the event, participants travel to a Regional Lighthouse Coordinator Academy, Regional New-Staff Training or Regional Principal's Academy, participant travel expenses will be borne by Client.

Refund Policy: The fee for the Coaching System™ is non-refundable. Therefore, it is Client's responsibility to coordinate a date for the Onsite Coaching Day(s), Regional Lighthouse Coordinator Academy, Regional New-Staff Training and Regional Principal's Academy.

Coaching Guarantee: FranklinCovey is committed to providing a quality training experience for every participant who participates in The Leader in Me Coaching System. Should any part of The Leader in Me Coaching System - Onsite or Regional Training and Academies - fail to meet the Client's expectations for any reason, the Client will not be invoiced for that portion.

Part IV

General Terms and Conditions

Payment Terms: FranklinCovey shall invoice Client for all fees and costs associated with this Agreement, including shipping and handling, sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey), and, if applicable, Consultant's reasonable travel expenses. All shipments are FOB Shipping Point. Client shall pay the invoiced amount within thirty (30) days of the invoice date. Fees are subject to an annual price increase. FranklinCovey will provide thirty (30) days written notice of such price increase.

Cancellation/Rescheduling Fees: Fifteen (15) calendar days' notice is required to cancel or reschedule a training session. If Client provides fewer than fifteen days' notice, Client will be billed a cancellation fee of 75% or a rescheduling fee of 25% of the consultant fee to cover costs incurred by FranklinCovey, as well as any travel costs imposed on FranklinCovey as a result of such cancellation or rescheduling. Client will not be assessed a cancellation/rescheduling fee for any training session canceled or rescheduled by FranklinCovey.

Facilities: Client shall be responsible for providing an appropriate classroom for scheduled training session and to furnish the classroom with audio/visual equipment and minor supplies (flip chart, markers) required by FranklinCovey and all costs associated therewith.

Copyright: FranklinCovey owns all intellectual property rights, proprietary rights and copyrights to all training session concepts and materials. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification or revision of such materials or concepts of the scheduled training session or any portion thereof is expressly prohibited and shall constitute a breach of this Agreement and/or federal copyright law. The training session materials provided herein are intended for personal use only by the participant to apply the concepts learned within the school, and are not for resale or public display. Nothing in this Agreement implies a grant of license for Client to use the training session concepts and materials outside of the scope of this Agreement.

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

Substitution of Instructor: If for any reason the scheduled instructor is unable to conduct the training session, FranklinCovey will

provide a substitute instructor or, at Client’s option, reschedule the training session. In the case of a cancellation or rescheduling by FranklinCovey, Client will not be charged a cancellation/rescheduling fee.

Returning Participant Materials: FranklinCovey will extend a refund for unused participant materials returned within thirty (30) days of purchase or training session date. Customized products, online profiles, and online learning modules are not eligible for refund. Electronic and software products must be returned within fourteen (14) days of purchase or training session date in the original, unopened packaging for refund. All materials carry an unconditional guarantee against any manufacturing defect for one (1) full year.

Training Session Guarantee: FranklinCovey is committed to providing a quality training experience for every participant who attends a FranklinCovey training session. Should a training session fail to meet the Client’s expectations for any reason, Client will not be invoiced for the training session.

Measureable Results Assessment: 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. To emphasize, no PII will be collected and the survey is not mandatory.

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

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.

Modification of Agreement: All amendments or modifications to this Agreement must be in writing signed by the parties hereto. The person executing this Agreement warrants that they have the authority to bind Client.

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

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

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.

Effective Date: April 5, 2017

FranklinCovey Client Sales, Inc.

Signature: *Jennifer Frost*
By: Jennifer Frost
Title: Client Service Coordinator
Email: jennifer.frost@franklincovey.com
Client Partner: Paul Adams

Mary Ann Sanders Elementary

Signature: _____
By: _____
Title: _____
Email: _____