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:	JS Shanklin Elementary	**Contact Person:**	N'Kia Campbell
Address:	121 Morrall Dr.	**Telephone:**	(843) 322-2300
City, State, ZIP:	Beaufort, SC 29906	**Email Address:**	nkia.campbell@beaufort.k12.sc.us

Part I
Training Sessions/Materials and Pricing

Services to be provided include:

Consultant Fees:			
	The Leader in Me Coaching System™ for one year	$4,950.00	To be billed 9/9/16
	Estimated Travel Expenses for live Coaching Day	$1,200.00	To be billed after onsite day
License Fees:			
	Intellectual Property License/Web Community for one year	$1,500.00	To be billed 9/9/16

Part II
Website and Intellectual Property License

If Client has elected to become a Leader in Me school, Client is entitled to access FranklinCovey's Leader in Me website (the "Website") located at www.leaderinme.org and receive a limited license to use certain FranklinCovey intellectual property as defined in this Section.

Grant of Rights To Website: Only teachers, administrators, students and student parents of Client ("Site Users") shall have access to certain protected sites on the Website (the "Sites"). Teachers and Administrators shall have access to all protected Sites, inclusive of the Teacher Lounge, and students and parents shall have access only to the Student Schoolyard Site. Access to the Sites shall be available only to Site Users, who will be assigned a unique user identification name and password. The Sites are for Site User use only, and Client and Site Users agree not to make the Sites available in any manner to individuals who are not a party to this Agreement or to the general public. The Sites are provided for the benefit of Client its teachers, administrators, students and parents only who have elected this solution. FranklinCovey will not provide technical support to Client and Site Users or be liable in the event the Website, Sites or related technology fails. Site Users for the Teacher Lounge agree to accept the terms and conditions of such Site. To view the terms go to www.theleaderinme.org/terms.html.

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, posters, tee shirts, pins and songs and other similar uses. 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 Website and License: The Website 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. Fees are subject to an annual price increase not to exceed five percent (5%). FranklinCovey will provide thirty (30) days written notice of such price increase.

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.

Fall Community Coaching Day: Fall Community Coaching Day provides an opportunity for two (2) staff members to develop

a professional learning community with other schools to deepen implementation of The Leader in Me. This day will be held at a location in or near your community determined by FranklinCovey.

Live Onsite Coaching Day: Your Leader in Me Coach will spend 1 day at your school reviewing your implementation plan, observing, offering professional advice, assisting with creating next steps, and sustaining momentum within you staff.

Winter/Spring Community Coaching Day: Winter/Spring Community Coaching Day provides an opportunity for two (2) staff members to continue the professional learning community to further deepen the implementation of The Leader in Me. This day will be at a location in or near your community determined by FranklinCovey.

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 and ensure staff members attend the two Community Coaching Days.

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 Community Coaching - 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 the training session, 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 not to exceed five percent (5%). FranklinCovey will provide thirty (30) days written notice of such price increase.

Cancellation Policy: Fifteen (15) calendar days' notice is required to cancel or reschedule an on-site coaching day. If Client provides fewer than fifteen days' notice, client will be billed the fees associated with travel cancelation fees to cover costs incurred by FranklinCovey. FranklinCovey agrees to provide JS Shanklin Elementary (15) calendar days in the event that the workshop is canceled. Client will not be assessed a cancellation/rescheduling fee for any Workshop 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.

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.

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 South Carolina. 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: **June 21, 2016**

FranklinCovey Client Sales, Inc.		**JS Shanklin Elementary**	Beaufort County School District
Signature:	Thomas Moore	**Signature:**	Charles S. White
By:	Thomas Moore	**By:**	Dwight S. White
Title:	Client Service Coordinator	**Title:**	Chief Finance and Operations Officer
Email:	thomas.moore@franklincovey.com	**Email:**	
Fax:	(978) 313-7829	**Fax:**	
Client Partner:	Chad Smith		