



# Brownsville Independent School District

Agenda Category: General Function  
Contracts/MOU Board of Education Meeting: 12/10/24

Item Title: Leader in Me X **Action**  
(Franklin Covey) Information  
Discussion

### BACKGROUND:

Besteiro Middle School has been a Leader in Me School for the last seven school years under the Contracted services from Franklin Covey. We are asking to continue with the Contracted services from Franklin Covey for the 2024-2025 school year. Franklin Covey provides leadership development and personalized coaching throughout the school year to address instructional gaps that have been identified. It unleashes the full potential of leaders and their teams and combines powerful content based on research and development, expert consultants and facilitators, and innovative technology that supports and reinforces lasting behavior change.

### FISCAL IMPLICATIONS:

Fund 162 – State Comp Education - \$5,732.00

### RECOMMENDATION:

Recommend: approval to contract Franklin Covey to provide staff development and instructional needs based on identified needs and funding. Contracted Services will not exceed \$5,732.00.

Approved for Submission to Board of Education:

Teresa Nuñez  
Submitted by: Principal/Program Director

Rose E. Longoria  
Recommended by: Asst. Supt./Exec. Dir.

Miguel Salinas  
Reviewed by: Staff Attorney

Beatriz Hernandez  
Approved by: Chief Officer

Dr. Jesus H. Chavez  
Dr. Jesus H. Chavez, Superintendent

## Minerva Almanza

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**From:** Priscilla Lozano <plozano@808West.com>  
**Sent:** Wednesday, November 20, 2024 2:26 PM  
**To:** Roxanne Eckstein; Lea Ohrstrom  
**Cc:** Miguel Salinas; Minerva Almanza  
**Subject:** [EXTERNAL]Re: MOU - Leader in Me

**CAUTION:** This email originated from outside of Brownsville ISD. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

Approved as to form.

Hope all is well,

Priscilla

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**From:** Roxanne Eckstein <reckstein@bisd.us>  
**Sent:** Tuesday, November 19, 2024 11:44 AM  
**To:** Kevin O'Hanlon <kohanlon@808West.com>; Lea Ohrstrom <lohrstrom@808West.com>; Priscilla Lozano <plozano@808West.com>  
**Cc:** Miguel Salinas <miguelsalinas@bisd.us>; Minerva Almanza <malmanza1@bisd.us>  
**Subject:** MOU - Leader in Me

Ms. Lozano,

Please see the attached for your review and approval.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

*Roxanne Eckstein*

**Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400**  
**Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521**

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Leader in Me® Agreement

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

Organization: Besteiro Middle School Contact Person: Teresa Nunez
Address: 6280 Southmost Rd Telephone: (956) 544-3900
City, State, Zip: Brownsville, Texas, 78521-6537 Email: tnunez@bisd.us

Details of Services and Materials

FranklinCovey shall provide Client the training, coaching, and materials (the "Services") to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table:

Table with 7 columns: Deliverable, Start Date, End Date, Invoice Date, Amount, Quantity, Total. Includes a row for Membership and a total investment row.

RFP#: 25-006

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is a conflict between the purchase order terms and this Agreement, this Agreement shall control.

IN WITNESS HEREOF, all Parties have executed the foregoing Agreement by their duly authorized representatives.

Franklin Covey Client Sales, Inc.

Besteiro Middle School

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_
Printed Name: Nikki Vanderhoof Printed Name: \_\_\_\_\_
Title: \_\_\_\_\_ Title: \_\_\_\_\_
Effective Date: \_\_\_\_\_

Terms and Conditions

Grant of Rights To Portal: FranklinCovey hereby grants Client a limited, non-exclusive, non-transferable, revocable license for Client teachers and/or staff for whom an annual license fee has been paid ("Users") to access the Leader in Me® Online portal ("Portal").

Intellectual Property License: FranklinCovey hereby grants to Client a limited, non-exclusive license (the "License") to use the FC IP (defined below) only in connection with the delivery or promotion of FranklinCovey's Leader in Me solution within Client's school.

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.

**Measurable Results Assessment:** The Leader in Me process includes a voluntary survey whereby staff, parents, and students are asked questions related to leadership, culture, and academics. An authorized person from Client 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, FranklinCovey will not permit disclosure outside of its own organization and it will take all commercially practicable measures to destroy PII when it is no longer needed. Survey results will be compiled in an aggregate form and shared with third parties, such as donors and sponsors. Survey results may also be used for research.

**Leadership Development:** Principals Development Track and Lighthouse Coordinator Development Track provide an opportunity for Users to attend professional development. Client is responsible for all travel expenses incurred by Users attending such professional development.

**Scheduling a Consultant.** Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

**Cancellation/Rescheduling Fees.** Fifteen (15) calendar days' notice is required to cancel or reschedule a scheduled consultant. 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 consultant services canceled or rescheduled by FranklinCovey.

**Term, Termination, and Events of Termination:** The term of this Agreement shall commence on the Effective Date and terminate on the End Date identified in the table above. If Client terminates for convenience, FranklinCovey shall not refund any invoiced amounts. Either party may terminate this Agreement if the other party materially breaches the Agreement, and such material breach remains uncured after the non-breaching party has provided thirty (30) days' written notice of such breach. Upon termination of this Agreement for any reason, Client shall immediately (a) discontinue all use of the FC IP; and (b) discontinue all use of Derivative Works.

**Payment Terms:** FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

**Audio:** Client is responsible for providing a conference line for live online Services, when needed. Such conference line is provided at Client's sole cost and expense.

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

**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.

**Copyright:** FranklinCovey owns or controls all intellectual property rights, proprietary rights, and copyrights to all Services and materials provided for in this Agreement, and Client shall communicate the same to recipients of the Services ("Participants"). Client's and/or Participants' unauthorized use, reuse, copying, reproduction, recording, transmittal, modification, or revision of the Services and/or materials, if applicable, shall constitute a breach of this Agreement and/or federal copyright law. Any materials provided for herein are intended for personal use only by Participants and are not for resale, distribution to a third-party, file sharing, or public display. Nothing in this Agreement implies a grant of license for Client to use the concepts and materials outside the scope of the Agreement.

**Modification of Agreement:** All amendments or modifications to this Agreement must be in writing and signed by the parties hereto. The person executing this Agreement on behalf of Client warrants that he/she is authorized to enter into this Agreement and has 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.

**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.

**Prior Agreement:** The parties entered into Leader in Me Agreement dated August 9, 2024, which the parties wish to terminate ("Prior Agreement"). The parties agree that this Agreement will supersede the Prior Agreement, and such Prior Agreement will terminate and have no force or effect upon execution of this Agreement.



# Investment Summary

School: Besteiro Middle School Date of

Quote: 12/1/24

Prepared by: Patience Aylstock

Bid# 25-006

Scope of Services	Amount	Quantity	Total
Membership <i>Membership includes Professional Learning, Student Curriculum, Measurable Results Assessment (MRA), Implementation Coaching (3 Virtual Calls), and Family Engagement resources</i>	\$5,732.10	1	\$5,732.10

Shipping (if applicable - no discount)

<b>Total</b>			<b>\$5,732.10</b>
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*Services begin upon issuance of PO*

*Quote valid for 30 days*