



# District By Design™ Agreement 2021-2022

Prepared for:  
Pana Community Unit School District #8

April 21, 2021



# Project Overview

## About Us

First of all, it's not about us. It's about *you*.

It's about the mission, vision, and core principles of your organization. It's about your passion for growth and excellence. It's about your desire to be the very best, individually and collectively. It's about your desire to make a successful organization a great organization by forging and sustaining a championship culture.

Our processes accelerate success, transform top teams, promote creative problem-solving, help you grow the next generation of leaders, and can break the personal and systemic constraints that inhibit progress.

That's not only our core competency; it's our mission. We help "grow greatness" by developing relationships and processes that bring out the best in people.

What sets Capturing Kids' Hearts apart? We focus on growing the specific skills individuals need in order to function at a higher level at work and in every aspect of their life. We help individuals identify and overcome the specific personal constraints preventing peak performance. We help leaders identify and overcome the system constraints that hold people back. We don't do "events," seminars, or programs. We teach skills and processes that change lives. Capturing Kids' Hearts ties all this together at the administrative, teacher, and student level to gain positive momentum for the entire system.

We would like to partner to bring out greatness in the people and the systems of your organization. We recommend entering into a District By Design Agreement. Implementing our processes will enable your organization to:

- Decrease discipline referrals
- Increase attendance
- Increase test scores
- Increase teacher attendance
- Decrease teacher turnover
- Improve parent and community relationships
- Build and lead high-performing, self-managing teams and classrooms
- Develop and implement strategies for conflict resolution
- Analyze individual and system constraints and strengths
- Develop a plan for removing constraints and capitalizing on strengths
- Teach and model how to give and receive meaningful feedback
- Improve the culture and effectiveness of the organization
- Communicate more effectively
- Develop more evolved leadership skills and capabilities
- Develop growth plans for individuals who are selected by the organization
- Provide on-going support to your internal champions

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**SECTION 1: PROCESS AND SCHEDULE**

Campus Solutions	Proposed Timeline	Pricing
<p><b>Capturing Kids' Hearts 1™*</b> Two, 2 consecutive-day training session(s) for up to 50 participants per session. Includes:</p> <ul style="list-style-type: none"> <li>• Access to the course training manual</li> <li>• Limited collection of foundational videos and resources in our online portal</li> </ul> <p>*Prerequisite: <i>Capturing Kids' Hearts 1</i>, at least 80% of the participants have attended <i>Capturing Kids' Hearts 1</i></p>	<p>August 9-10, 2021</p>	<p>\$42,000</p>
<p><b>Capturing Kids' Hearts Recharged™*</b> Two, half-day training session for up to 60 participants from the same campus  *Prerequisite: <i>Capturing Kids' Hearts 1</i>, at least 80% of the participants have attended <i>Capturing Kids' Hearts 1</i></p>	<p>August 16, 2021</p>	<p>\$6,000</p>
<p><b>Campus TrAction Pac™</b> Two, 2-consecutive-day strategy visit(s) involving group and one-on-one sessions with campus administrators and/or Process Champions Team.</p>	<p>Fall 2021 Spring 2022</p>	<p>\$4,000 \$4,000</p>
<p><b>CKH Premium™</b> A campus-specific subscription that provides comprehensive, ongoing support to leaders and staff who have complete <i>Capturing Kids' Hearts 1</i>.</p>	<p>June 1, 2021- May 31, 2022</p>	<p>\$12,000  \$3,000 Per campus</p>

**TOTAL PACKAGE COST (not inclusive of travel)**

**\$68,000**

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## District By Design Agreement

Pana Community Unit School District #8  
14 East Main Street  
Pana, Illinois 62557

Thank you for selecting Capturing Kids' Hearts to serve your organization. Our goal is to provide you with service that will both motivate and empower your organization to advance to a new level of success. Please take a moment to review the information below, and then sign and return this form to us in order to confirm this agreement. We look forward to serving you.

This agreement is between The Flippen Group, L.L.C. doing business as Capturing Kids' Hearts ("COMPANY" or "Capturing Kids' Hearts") and Pana Community Unit School District #8 ("CUSTOMER"). This District By Design Agreement offers all of the Products as defined on the Process and Schedule table. All Products offered as part of this agreement are exempt from price increases, allowing you to lock in current prices (at a savings to you).

### SECTION 2: INVESTMENT

#### Agreement:

- CUSTOMER agrees to contract with Capturing Kids' Hearts for all the services on this agreement dated April 21, 2021.
- The District by Design Agreement and its rates will expire and can only be confirmed upon receipt of this signed document by May 21, 2021 in our main office at: Capturing Kids' Hearts; Attn: Wendy Cox, 1199 Haywood Drive, College Station, Texas 77845.

#### Payment Terms:

- Purchase order is required 45 days prior to each scheduled event.
- The fee for each service, including travel (if applicable); will be billed when services are rendered.
- Invoices are due upon receipt. Please make all checks payable to Capturing Kids' Hearts.

#### Additional Charges (if applicable):

- A \$400.00 fee will be charged for each person over 50 not to exceed 60 total per *Capturing Kids' Hearts 1*.

#### Travel:

- Travel Package for each service to be billed separately and is not part of the District by Design Agreement total. Travel inside the Continental United States will be billed at rate of \$1,000.00 for one-day events, \$1,500.00 for two-day events, and \$1,800.00 for three-day events (per trainer). Each additional consecutive day is \$300.00 per day. Travel rates are subject to change.
- Travel expenses that Capturing Kids' Hearts has incurred and that have to be cancelled as a result of rescheduling or cancelling of a service without two weeks notice, may result in an extra charge to your organization.

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### SECTION 3: POLICIES

#### Scheduling:

- COMPANY's Event Planning Department will contact you within 1 week of the signing of this agreement to begin setting up specific dates for services to be rendered on the process schedule. Capturing Kids' Hearts will need someone designated in your organization to work with on scheduling and event planning needs as follows below.
- Scheduling benchmarks - Within 30 days of signing of the District By Design Agreement, at least 50% of events must be scheduled with Capturing Kids' Hearts. Within 120 days of signing of the agreement, the remainder of events must be scheduled with Capturing Kids' Hearts.
- Confirmation of all scheduled events will be made via email and is subject to cancellation terms as listed below.
- *Capturing Kids' Hearts 1* should be scheduled from 8:00 AM – 5:00 PM. All other trainings should be scheduled from 8:00 AM – 4:00 PM each day. Should times need to be altered, prior approval by Capturing Kids' Hearts would be required.
- In the event of an emergency or illness the consultant(s) will need to be rescheduled for another time, as there is not an on-call trainer available.

#### Deposits and Cancellations:

- No deposit is required.
- Capturing Kids' Hearts requires cancellation notice of 90 days prior to any scheduled date of service. Cancellation notice received inside the 90-day window will result in the full contractual fee being assessed. Services unused by your organization within the 12 months following the date of signature of this document will be forfeited.
- Force Majeure: Neither party shall be liable for any failure to perform its obligations where such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, government sanction, blockage, embargo, labor dispute, strike, lockout or interruption or failure of electricity [or telephone service], and no other Party will have a right to terminate this Agreement in such circumstances. Any Party asserting Force Majeure as an excuse shall have the burden of proving that reasonable steps were taken (under the circumstances) to minimize delay or damages caused by foreseeable events, that all non-excused obligations were substantially fulfilled, and that the other Party was timely notified of the likelihood or actual occurrence which would justify such an assertion, so that other prudent precautions could be contemplated.
- CKH Premium subscription services shall commence on June 1, 2021 and shall continue for a one-year period. Unless terminated in writing, the CKH Premium subscription service will automatically renew annually at the same rate of \$3,000 per campus for successive additional one-year periods.

#### Accountability:

- Capturing Kids' Hearts commits to reserve the capacity needed to fulfill the terms of this agreement. Capturing Kids' Hearts is committed to transformational impact. Our consultant will not move to next steps on the process schedule without implementation of previous events and/or successful *TrAction* being made by participants involved. Should this occur, certain dollars set aside for future line items on process schedule may be reallocated to reinforce previous events that need more accountability.

#### Considerations:

- Video and/or audio taping is strictly prohibited without prior written approval by Capturing Kids' Hearts.
- Media representatives are not allowed to attend training without prior written approval by Capturing Kids' Hearts.
- Capturing Kids' Hearts has permission to contact company members via e-mail addresses.

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Facilities:

- Capturing Kids' Hearts has a core principle to exceed our customer's expectations. We know the training environment can significantly impact the quality of the training. To make sure your staff is comfortable and to ensure outstanding results for those attending, we will need your help in arranging the facility based on the specifications found below.
- A quiet and service oriented facility should be selected for all scheduled trainings.
- We recommend the *Capturing Kids' Hearts 1* training not be conducted on district or school properties. Room must be at least 2,800 square feet (40'X70').
- CUSTOMER will coordinate the facilities needed for trainings with the expense being incurred by your organization, as written in this agreement.
- Capturing Kids' Hearts and your organization will mutually agree upon the location of any services/trainings 30 days prior to the event.
- Upon the signing of this agreement, COMPANY's Event Planning Team will provide CUSTOMER with meeting size requirements, setup needs (inclusive of table/chair arrangements, AV requirements, etc.). It is understood that CUSTOMER will make arrangements and cover expenses for all equipment and be in charge of setup in advance.
- Light beverages (NO alcohol) need to be set up by CUSTOMER for the entire day for all participants. Meals can be coordinated by CUSTOMER with facility or caterer of choice or left up to individuals on their own.

Intellectual Property

- COMPANY's intellectual property is a crucial part of providing training materials and consulting services to its clients, and Capturing Kids' Hearts could not continue its work if its clients did not honor and respect Capturing Kids' Hearts intellectual property rights. None of our work or work product is done on a "work for hire" basis, and all of our material and work product is owned exclusively by Capturing Kids' Hearts and is subject to one or more of the following: copyright, trademark, patent, license or trade secret. Intellectual property and learning/know-how that may be developed while working with any client shall remain the property of Capturing Kids' Hearts. By entering into this agreement you are expressly acknowledging and agreeing to the matters set forth in this paragraph and you are agreeing that none of the training materials, notebooks, videos, presentations, processes or concepts may be used by you, for any purpose, without the express advance written consent of Capturing Kids' Hearts. In addition, you are agreeing to have any of your engaged contractors or subcontractors sign an agreement to protect Capturing Kids' Hearts intellectual property.

**SECTION 4: DISCLAIMERS**

- CUSTOMER accepts the Products "AS IS" with all faults and errors. CAPTURING KIDS' HEARTS HEREBY DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE PRODUCTS EXCEPT FOR ANY SPECIFIC WARRANTIES THAT ARE EXPRESSLY PROVIDED IN THE TERMS OF THIS AGREEMENT. CAPTURING KIDS' HEARTS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The entire risk as to the functionality, operation, and results is with CUSTOMER and Capturing Kids' Hearts assumes no risk or obligation in connection therewith.
- Capturing Kids' Hearts hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by CUSTOMER after use of the Products. Capturing Kids' Hearts shall in no way be responsible or liable for CUSTOMER's use of (1) the Products, (2) the information and data provided by third-parties in order to use the Products; or (3) the information or results obtained through the Products. Capturing Kids' Hearts does not guarantee or warranty any particular result or success as a result of use of the Products. The Products should be considered tools to assist CUSTOMER, but should not be treated as a singular solution.

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- In no event shall Capturing Kids' Hearts be liable for or responsible for any incidental or consequential damages or injuries related to CUSTOMER's use of (1) the Products, (2) the information and data provided by third-parties in order to use the Products; or (3) the information or results obtained through the Products. The maximum possible liability of Capturing Kids' Hearts shall not exceed the lesser of the full retail cost of the Products or the amount that CUSTOMER paid for the Products.
- No information shared by Capturing Kids' Hearts verbally or in writing can be constituted to be professional advice, such as medical, legal, financial, psychological, business, or counseling advice. Diagnosing medical or psychological conditions cannot be done through a coaching process and should only be done by licensed professionals.

### SECTION 5: CONFIRMATION

I have read and understand the policies of Capturing Kids' Hearts as printed in this agreement, and, as the contact person for this training, I will endeavor to see that all policies and related details are understood and completed by all involved parties in the planning of this event.

Signed: Jason A. Bauer Date: 4-22-21  
(CUSTOMER's Authorized representative)

Print Name: Jason Bauer Title: Superintendent

### SECTION 6: CONTACT US

If you have any questions or need additional assistance, please do not hesitate to contact us.

Capturing Kids' Hearts  
Attn: David Lockwood  
David.lockwood@capturingkidshearts.org  
1199 Haywood Drive  
College Station, TX 77845  
Phone: 800-316-4311  
Fax: 877-941-4700

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