Regular Board of Education Meeting/Board Retreat

Tuesday, July 22, 2025 5:00 PM
Board Meeting Room, Educational Support Center, 1205 Fleming Street, Garden City, KS 67846

A. **PLEDGE OF ALLEGIANCE**
B. **SILENT REFLECTION**
C. **APPROVAL OF AGENDA with the following amendments:**
1. Add Item D., Unfinished Business, and D.1., The Board of Education is asked to consider and approve the renewal of Leader in Me for the amount of $62,897.00 for a one-year contract.
D. **UNFINISHED BUSINESS**
1. The Board of Education is asked to consider and approve the renewal of Leader in Me for the amount of $62,897.00 for a one-year contract.
E. **DINNER**
F. **BOARD RETREAT - District planning and goal-setting.**
G. **NEXT BOARD MEETING**
H. **ADJOURNMENT**

MEMORANDUM

TO: Board of Education
THRU: Josh Guymon, Superintendent
FROM: Heather Stegman, Curriculum Director
DATE: July 22, 2025
RE: Leader in Me Quote

ISSUE:

The Board of Education is asked to consider and approve the continuation of Leader in Me, an existing curriculum resource.

BACKGROUND:

This is a resource used at all levels in several buildings throughout the district. The following buildings use Leader in Me: Garfield, Abe Hubert, Alta Brown, Edith Scheuerman, Florence Wilson, Georgia Matthews, Gertrude Walker, Jennie Barker, Plymell, Victor Ornelas, Charles Stones, Garden City Achieve.

Leader in Me is a whole school improvement model based on Steven Covey's work with 7 Habits of Highly Effective People. It is a Social/Emotional Curriculum that teaches students to build leadership skills.

This is an updated quote from what was previously presented at the June board meeting to reflect pricing for one year.

ALTERNATIVES:

No other alternatives applicable.

RECOMMENDATION:

The Curriculum and Instruction department recommends that the Board of Education consider and approve the Leader in Me quote.

FISCAL NOTE:

The quote is in the amount of $62,897.00 and has been budgeted out of Textbooks and Student Materials, 036 E 1000 03 0000 008 00 644. The quote is a one-year contract through June 30, 2026.

ATTACHMENTS:

Leader in Me quote

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 13907 South Minuteman Boulevard, Suite 500, Draper, Utah 84020 ("FranklinCovey"), and the following organization ("Client"):

Organization:	Garden City Public Schools - Garden City, KS	**Contact Person:**	Josh Guymon
Address:	1205 Fleming St	**Telephone:**	(620) 805-7000
City, State, Zip:	Garden City, Kansas 67846-4751	**Email:**	jguymon@gckschools.com

School(s)		
Abe Hurbert Elementary	**Florence Wilson Elementary**	**Jennie Barker Elementary**
Alta Brown Elementary	**Garden City Achieve School**	**Plymell Elementary**
Charles Stones Intermediate	**Georgia Matthews Elementary**	**Victor Ornelas Elementary**
Edith Scheuerman Elementary	**Gertrude Walker Elementary**	

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:

Deliverable	Start Date	End Date	Invoice Date	Amount	Quantity	Total
Membership						
District Partnership: Leader in Me Online District+	7/30/2025	7/29/2026	7/30/2025	$1,400.00	1	$1,400.00
Membership per Student	7/30/2025	7/29/2026	7/30/2025	$11.25	307	$3,453.75
Membership per Student	7/30/2025	7/29/2026	7/30/2025	$11.25	323	$3,633.75
Membership per Student	7/30/2025	7/29/2026	7/30/2025	$11.25	362	$4,072.50
Membership per Student	7/30/2025	7/29/2026	7/30/2025	$11.25	178	$2,002.50
Membership per Student	7/30/2025	7/29/2026	7/30/2025	$11.25	361	$4,061.25
Membership per Student	7/30/2025	7/29/2026	7/30/2025	$11.25	107	$1,203.75
Membership per Student	7/30/2025	7/29/2026	7/30/2025	$11.25	126	$1,417.50
Membership per Student	7/30/2025	7/29/2026	7/30/2025	$11.25	216	$2,430.00
Membership per Student	7/30/2025	7/29/2026	7/30/2025	$11.25	172	$1,935.00
Membership per Student	7/30/2025	7/29/2026	7/30/2025	$11.25	132	$1,485.00
Membership per Student	7/30/2025	7/29/2026	7/30/2025	$11.25	385	$4,331.25
Professional Development						
Academics 1 Cert & Dev Six 1-Hour Coaching Sessions	7/30/2025	7/29/2026	7/30/2025	$3,420.00	1	$3,420.00
Prepaid Academics 1: Certification & Development Course	7/30/2025	7/29/2026	7/30/2025	$3,420.00	3	$10,260.00
Prepaid Custom Coaching	7/30/2025	7/29/2026	7/30/2025	$3,420.00	3	$10,260.00
District Partnership: District Alignment Session	7/30/2025	7/29/2026	7/30/2025	$3,420.00	0	$3,420.00
Prepaid Custom Coaching	7/30/2025	7/29/2026	7/30/2025	$3,420.00	1	$3,420.00

Materials*

Academics 1 Certification & Development Bundle	7/30/2025	7/29/2025	Upon Shipping	$171.00	3	$513.00
Shipping and Handling Estimate (Actual Invoiced)	7/30/2026	7/29/2026	Upon Shipping	$177.75	1	$177.75

Total Investment	$62,897.00

*Participant materials, whether pre-packaged or downloaded electronically, are required for each work session participant.

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. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

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

Franklin Covey Client Sales, Inc.

Signature: _____

Printed Name: Nikki Vanderhoof

Title: Contract Lead

Garden City Public Schools - Garden City, KS

Signature: _____

Printed Name: _____

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 staff for whom an annual license fee has been paid ("Users") to access the Leader in Me® Online portal ("Portal"). Access to the Portal shall be available only to Users. Users will receive a unique registration code from an authorized representative of Client (e.g., Principal) prior to logging into the Portal. Client and Users agree not to make the Portal available in any manner to the general public, non-parties to this Agreement, the general student population, or any other individual who is not a User.

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, along with any product updates or improvements available through the Portal, within Client's school during the membership term. For clarity, and by way of example only, the FC IP may be used with lesson plans, bulletin boards, posters, tee shirts, pins, songs, and other similar uses. However, FC IP may not be used with planners/agendas, unless such planners/agendas are purchased through SDI Innovations. 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 works ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the License granted herein. "FC IP" shall mean the Leader in Me trademarks and other materials provided to Client by FranklinCovey, including intellectual property associated with 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- and/or trademark-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, offer for sale, offer for commercial use, or publicly post (Slide Share, YouTube, etc.) the FC IP or any Derivative Works created by Client or its employees.

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 representative of the 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. FranklinCovey will not permit disclosure outside of its own organization and it will take all commercially practicable measures to destroy information received when it is no longer needed. Survey results will be compiled in an aggregate form and shared with third parties, including 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.

Facilities: Client shall be responsible for providing an appropriate room for onsite Services and to furnish the room with audio/visual equipment required by FranklinCovey, and all costs associated therewith

Term, Termination, and Events of Termination: The term of this Agreement shall commence on the Effective Date and terminate on the last End Date identified in the table above. 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.

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. Any 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, commercial use, 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.

EEOC. FranklinCovey complies with the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), which prohibit discrimination against qualified protected veterans and qualified individuals on the basis of disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

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.

Attorney Fees. If Client takes any legal action to enforce or interpret the terms and conditions of this Agreement, whether through litigation or otherwise, including appeal, FranklinCovey shall be responsible for and shall pay all costs and expenses of Client, including, but not limited to, reasonable attorney fees, court costs, and expert witness fees.

Binding Agreement. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties, their respective successors and permitted assigns.

Change of Law In the event any provision or part of this Agreement is invalid under applicable laws, such invalid provision or part shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or the enforceability of the remaining valid portions hereof be affected thereby.

Choice of Law. This Agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas.

Complete Understanding; Prior Agreements. This Agreement represents the complete understanding between CITY and USD 363 as to the subject matter hereof. No inducements, representations, understandings, or agreements, whether oral or written, have been made or relied upon in the making of this Agreement, except those specifically set forth in this Agreement. This Agreement supersedes and terminates all prior written or oral negotiations, representations, warranties, statements, agreements, addendums to any agreements, and modifications to any agreements concerning the subject matter of this Agreement between CITY and USD 363.

Construction. This Agreement has been arrived at by negotiation and shall not be construed against either Party to it or against the Party who prepared the last draft.

Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement. Delivery of signatures by electronic method, including electronic mail of PDF signature pages, shall have the same effect as an original signature.

Cumulative Remedies. All rights and remedies provided in this Agreement, as well as those provided by law or equity, are cumulative and not exclusive of any other rights or remedies, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, by ordinance, by resolution, or otherwise.

Headings; Paragraph References. The headings used in this Agreement are intended for convenience of reference only and do not define or limit the scope or meaning of any provision of this Agreement. Any reference made in regard to a particular paragraph shall be construed as a reference to that paragraph and any of its subparagraphs or subparts, regardless of whether the paragraph is referenced by number, letter, or pronoun.

Jurisdiction and Venue. Any legal action to challenge or enforce the terms of the Agreement shall be filed in the Finney County District Court of the 25th Judicial District of the State of Kansas. Said court shall have exclusive jurisdiction over any dispute arising out of or under this Agreement. The Parties acknowledge and agree that venue is proper in said court, for all purposes.

Modifications. This Agreement shall not be modified, amended, or changed except by written agreement signed by each Party.

Non-Assignability. No Party may assign its rights and obligations hereunder without obtaining the prior written consent of the non-assigning Party. No assignor shall be released from any of its obligations or liabilities under this Agreement.

Survivability. Notwithstanding any termination or expiration of this Agreement, any provision that, by its sense and context, are intended to survive the expiration or termination of this Agreement and any such provisions shall survive any such termination, unless any such provision is expressly stated in the written instrument signed by both Parties terminating this Agreement.

Waiver. A waiver by Client of any breach or default of FranklinCovey shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.