

**American Alliance
for Innovative Systems LLC.**

American Alliance for Innovative Systems
192 Equestrian Drive
Rockwall, TX 75032
972-849-8524

AGREEMENT
BETWEEN
AMERICAN ALLIANCE FOR INNOVATIVE SYSTEMS LLC
AND
SCHOOL BOARD OF CLAY COUNTY, FLORIDA

This agreement, dated as of June 13, 2016 ("Agreement") is entered into between American Alliance for Innovative Systems LLC ("AAIS") with a mailing address at 192 Equestrian Drive, Rockwall, TX 75032, and School Board of Clay County ("Client"), with a mailing address at 900 Walnut Street, Green Cove Springs, FL 32043.

1.0 Services:

Overview of Services: AAIS shall work in coordination with Client to conduct 60 day(s) in aggregate of professional development training ("Daily Trainings") with teachers and appropriate staff of Client on the topics of:

1. Implementation of 11th grade interdisciplinary instructional planning teams in small learning teams
2. Processes for high yield instructional planning and delivery in a 21st Century classroom
3. Strategic consultation and planning with District Leadership on the systemic implementation of career academy systems within a comprehensive curriculum and instructional framework
4. Multiple Capstone course developments for all students as a part of their academy pathway requirements

The Daily Trainings may be conducted on consecutive days (excluding weekends) or, alternatively may be conducted on non-consecutive days throughout the Term as set forth in Section 3, below.

Specific Services to be provided by AAIS are comprised of:

- To Be Determined between Client and AAIS Consultant (see attached Proposal of Services)

The services set forth above shall be referred to collectively herein as (the "Services").

2.0 DELIVERABLES:

- 2.1 Provide Client an agenda listing scheduled activities associated with the Services ("Agenda"). The Agenda shall be provided to Client no later than 7 days prior to the initial Daily Training.

- 2.2 Other written materials may be provided by AAIS based on the specific agenda indentified in 2.1, above (“Other Materials”).

The Agenda and Other Materials shall be referred to collectively herein as “the AAIS Materials”.

3.0 GENERAL TERMS AND CONDITIONS:

- 3.1 The term of this Agreement shall commence on June 13, 2016 and expire on June 1, 2017 unless earlier terminated in accordance with the terms of the Agreement as set forth below (“Term”).
- 3.2 In exchange for the Services provided by AAIS to Client, AAIS shall receive a flat fee in the amount of \$132,000 (“Fee”). A breakdown of Service-related resources connected with the Fee, as well as, estimated Reimbursements are set forth below:

Designated Item	Associated Fees/Reimbursements*
Preparation work plus 60 Daily training/consultant work days with AAIS consultant(s)	Fee: <i>\$2200 per consultant x 60 Daily Trainings = \$132,000</i>
<i>Administrative fee</i>	<i>N/A</i>
Total	<i>\$132,000</i>

- 3.3 Payment of the Fee and Reimbursements shall be made by Client in accordance with Local Government Prompt Payment Act (LGPPA). Invoices not paid in accordance with LGPPA shall incur a late fee of \$45.00 for each month (or partial month) past due.
- 3.4 Client is responsible for providing AAIS with requested materials, supplies, documents, technology, and/or other resources needed to conduct the Services (“Client Materials”). Such requests shall be made to Client’s contact person (as set forth below) no later than 7 days prior to the initial Daily Training. (“Delivery Dates”). Delivery Dates for Client Materials shall be provided by AAIS simultaneously with the foregoing request for Client Materials. Client acknowledges and understands that the provision of Services is conditioned upon timely delivery of all requested Client Materials. Failure to deliver all requested Client Materials in a timely manner may compromise the quality and effectiveness of Services, but shall not diminish Client’s obligation with respect to payment of the full Fee.

3.5 This Agreement lists contact persons as follows:

Robin Shrode
Partner
American Alliance for Innovative Systems LLC
192 Equestrian Drive
Rockwall, TX 75032
972.849.8524
rshrode@aaais.us

Dr. Emily Weiskopf
Supervisor of Professional Development, School Improvement, and Assessment
Clay County School District
900 Walnut Street
Green Cove Springs, FL 32043
904-505-4823
edweiskopf@oneclay.net

The terms set forth above, as well as the Standard Terms and Conditions, which are attached to the Agreement as Exhibit A, and incorporated by this reference constitute the full agreement of the parties with respect to the Services and shall supersede any prior agreements between the parties on the subject matter hereof, and may not be amended or modified except in writing signed by both parties.

ACCEPTED, AGREED TO AND SIGNED THIS _____ DAY OF _____, 2016.

Robin Shrode
Partner
American Alliance for Innovative Schools LLC

Date signed

Designee
Chairman of the Board
School Board of Clay County

Date signed

Dr. Emily Weiskopf
Supervisor of Professional Development, School Improvement, and Assessment
School Board of Clay County

Date signed

EXHIBIT A
STANDARD TERMS AND CONDITIONS

1. Ownership of AAIS Materials: AAIS Materials are owned exclusively by AAIS, its successors and assigns in all media, throughout the world in perpetuity. All AAIS Materials are provided to Client by way of a limited license, only, and all such AAIS Materials may be used by Client solely for its internal uses, may not be licensed or assigned by Client to any other party without the express written authorization of AAIS, on a case-by-case basis, and are subject to the terms of confidentiality set forth below.
2. Ownership of Client Materials: Client Materials (as defined above and to also to include materials created by AAIS directly on behalf of Client in connection with the Services) are owned exclusively by Client in all media, throughout the world in perpetuity. For purposes of clarity, Client Materials do not include materials created by AAIS in connection with and intended for use by multiple clients of AAIS, which may or may not include Client. All Client Materials are provided to AAIS by way of a limited, royalty-free license, only, and all such Client Materials may be used by AAIS solely in connection with provision of the Services. Without limiting the foregoing, AAIS shall reasonably cooperate with Client (at Client's cost) to disseminate and publish any findings and "take aways" associated with the Services to the appropriate local, state, and national authorities and other parties if necessary or reasonably desired ("Third Party Submissions"). Notwithstanding anything in the foregoing to the contrary, elements of Client Materials that are not protected by copyright or trademark laws may be used by AAIS in connection with its business for third parties. Any other uses of Client Materials shall require the express written authorization of AAIS, on a case-by-case basis.
3. Independent Contractor. The parties are independent contractors and, as such, are responsible for their own federal, state and/or local withholding or employer taxation obligations, social security benefits or unemployment compensation related to the Services performed under this Agreement. This Agreement shall not be interpreted or construed to create an employment relationship, association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party. Client further agrees that AAIS is not responsible for any insurance coverage(s) for Client, and accordingly, Client shall assume responsibility for obtaining all desired and/or required insurance coverage(s).
4. Representations and Warranties. Client represents and warrants to AAIS that: (i) Client has the full right and authority to enter into this Agreement and perform its obligations hereunder; (ii) Client shall cooperate and coordinate with AAIS as reasonably requested by AAIS in order for AAIS to provide the Services in a seamless manner; (iii) Client has obtained all rights and consents necessary to furnish the Client Materials used by AAIS in accordance with the terms of this Agreement and such use shall not give rise to any claims or liabilities; and (iv) Client shall only use AAIS Materials as expressly authorized herein.
5. Confidentiality: Client agrees that any information Client learns during the course of, or in connection with, the engagement for Services hereunder concerning AAIS and its business operations, trade secrets, training practices, strategies, future plans, financial affairs or any other information concerning AAIS, including the terms and provisions of this Agreement (collectively, the "Confidential Information"), is confidential and proprietary. Client shall not disclose any information with respect to such Confidential Information to any other party except as required by law.

6. Indemnities. Client shall indemnify, defend and hold harmless AAIS, its parents, subsidiaries, affiliates, licensees, successors and assigns, and their respective officers, agents and employees, from any and all claims, damages or other liabilities, arising out of any breach of Client's representations and warranties or other breaches by Client of this Agreement.
7. Termination. Either party shall have the right to terminate this Agreement for any reason (with or without cause) effective upon thirty (30) days prior written notice. The Fee shall be pro rated for partial Services provided up through the date of Termination. AAIS shall be reimbursed in accordance with the terms of this Agreement for all actual costs incurred up through the date of termination.
8. Survival. The obligations under Sections 1, 2, 3, 4, 5, 6, 7, 8 and 10 of Exhibit A shall survive the termination or expiration of this Agreement.
9. Non Discrimination: The parties hereby agree that no person shall, on the grounds of race, color, creed, religion, national origin, age, sex, sexual orientation, marital or veteran status, or the presence of a non-job-related medical condition or handicap, be excluded from or denied participation in, or otherwise subjected to discrimination under any activity performed pursuant to this Agreement.
10. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The parties further agree that any dispute that can not be amicably resolved by the parties shall be subject to personal jurisdiction in the State of Florida with venue in the County of Clay. The parties hereby waive any right they might otherwise have to lack of personal jurisdiction or inconvenient forum. This Agreement sets forth the complete understanding and agreement of the parties, If any provision of this Agreement shall be deemed invalid or unenforceable as written, it shall be construed to the greatest extent possible in a manner that shall render it valid and enforceable. The invalidity or unenforceability of any such provision shall have no effect on the validity or enforceability of any other provision of the Agreement.

Scope of Work with Contracted Dates

Clay County School District, Green Cove Springs, FL			
<i>Campus</i>	<i>Consultant</i>	<i>Principal/Academy Coach</i>	<i>Dates</i>
Clay High School Swan2025 State Rd 16 West Green Cove Springs, FL 32043	E Creeger	Cary Dicks, Principal 904.529.3000	August 23 October 7 October 12 November 30 February 14 April 21
Fleming Island High School 2233 Village Square Parkway Fleming Island, FL 32003	R Shrode	Thomas Pittman, Principal 904.541.2100	September 28-29 December 1 February 23 April 4-5
Keystone Heights High School 900 Orchid Avenue Keystone Heights, FL 32656	E Creeger	Angela Gentry, Principal 352.473.2761	August 24 October 3 October 13 December 8 February 22 April 17
Middleburg High School 3750 County Road 220 Middleburg, FL 32068	David Holden	Robert Feltner, Principal 904.213.2100	September 28 September 29 November 16 February 1 February 2 March 29
Oakleaf High School 4035 Plantation Oaks Blvd Orange Park, FL 32065	Eric Creeger	Treasure Pickett, Principal 904.213-1900	August 31 October 4 November 3 December 1 February 23 April 20
Orange Park High School 2300 Kingsley Avenue Orange Park, FL 32073	E Creeger	Clayton Anderson, Principal 904.272.8110	August 30 October 6 October 11 November 29 February 16 April 18
Ridgeview High School 466 Madison Avenue Orange Park, FL 32065	E Creeger	Deborah Segreto, Principal 904.213.5203	September 1 October 5 November 2 December 7 February 15 April 19
District Days			
District Professional Development	R Shrode, E Creeger, J Swan, C Whittaker	District PD Event	August 11
	R Shrode	Academy Leadership Principals Assistance Principals (Academy Principals)	September 22

Clay County School District, Green Cove Springs, FL			
<i>Campus</i>	<i>Consultant</i>	<i>Principal/Academy Coach</i>	<i>Dates</i>
		Counselors	
District Capstone Experience Development <i>*requested date change pending</i>	R Shrode	Francis Celis Jeff Umbaugh	September 21 October 25 *January 17 February 24 March 30 May 2
SBIP Training Dates	R Shrode	Emily Weiskopf	October 26 – Day One of SBIP November 30 – Day 2 of SBIP February 22 – Analysis of SBIP Unit Plan and Student Work
Academy Coach Meetings	R Shrode	Chereese Stewart	September 23 November 18 January 20 March 31