



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 March 18, 2015 (“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 70 day(s) in aggregate of professional development training (“Daily Trainings”) with teachers and appropriate staff of Client on the topics of:

1. Implementation of 9<sup>th</sup> and 10<sup>th</sup> grade interdisciplinary instructional planning teams in small learning teams
2. Processes for high yield instructional planning and delivery in a 21<sup>st</sup> 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

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 22, 2015 and expire on June 1, 2016 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 \$147,000 (“Fee”). A breakdown of Service-related resources connected with the Fee, as well as, estimated Reimbursements are set forth below:

<b>Designated Item</b>	<b>Associated Fees/Reimbursements*</b>
Preparation work plus 70 Trainings with AAIS consultant(s)	Fee: <i>\$2200 per consultant x 70 Daily Trainings = \$147,000</i>
<i>Administrative fee</i>	<i>N/A</i>
<b>Total</b>	<b><i>\$147,000</i></b>

- 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](mailto: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](mailto: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 \_\_\_\_\_, 2015.

\_\_\_\_\_  
Robin Shrode  
Partner  
American Alliance for Innovative Schools LLC

\_\_\_\_\_  
Date signed

\_\_\_\_\_  
Carol Studdard  
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.



American Alliance for Innovation Systems  
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PROPOSAL BETWEEN  
AMERICAN ALLIANCE FOR INNOVATIVE SYSTEMS LLC  
AND  
SCHOOL BOARD OF CLAY COUNTY, FLORIDA

This is a proposal between American Alliance for Innovative Systems LLC (AAIS), whose mailing address is 192 Equestrian Drive, Rockwall, Texas 75032, and School Board of Clay County, Florida, whose physical and mailing address for the purpose of this proposal is 900 Walnut Street, Green Cove Springs, FL 32043. The dates of this contract would begin on June 1, 2015 and terminate on or before May 31, 2016.

4.0 STATEMENT OF PURPOSE / SCOPE-OF-WORK:

American Alliance for Innovative Systems LLC (AAIS) will work with Clay County High Schools to conduct seventy (70) days of training and support on the following goals, products, and monitoring and implementation plan:

**Goal:** To deepen the implementation of career academies at each of the seven high school campuses through the implementation of effective meeting practices, creating a responsive academic intervention process for academy teams and creating a process for designing interdisciplinary curriculum units by grading period

**Products to serve as evidence:**

- A. Master schedule that cohorts students into small learning communities for career academies as well as common planning time for teacher team members
- B. Highly trained and prepared teams of teachers for 10<sup>th</sup> grade teaming within academies
- C. An identified process to be used by CCSD high schools to create interdisciplinary curriculum maps to guide interdisciplinary planning
- D. An identified process for identifying students in need of academic intervention, a data analysis process to identify students' needs and processes for implementing and monitoring the intervention plan
- E. A continuous improvement model to measure, monitor and adjust implementation of career academies each quarter throughout the school year

**Monitoring the implementation:**

- A. AAIS consultants will monitor team meetings through campus visits and identify best practices used in meetings, provide feedback and recommendations to individual teams as well as the administrative team



- B. AAIS consultants will work with administration to design and implement a continuous improvement model as wall to wall academies are implemented at each campus
- C. AAIS consultants will work with/train counselors on academic intervention processes that include the identification of students in academic distress, data analysis for intervention decision-making and the counselors' roles in the intervention process
- D. AAIS will work with district staff to monitor and adjust the implementation of career academies as well as support and consult on the identification of a systemic approach to designing curriculum and instruction around interdisciplinary learning at each high school campus

**General Description of Work:**

AAIS consultants will work closely with both district and campus leadership to deepen the implementation of career academies at each of the seven campuses by providing training, consultation, and ongoing support for 1) grade level academy teams, 2) campus leadership development in developing and sustaining a career academy high school structure using the National Standards of Practice for Career Academies (NSOP) and 3) the creation of an interdisciplinary curriculum framework from which teachers can work to design effective integrated units of study for students.

**5.0 GENERAL TERMS AND CONDITIONS:**

This shall be a proposal for a contract price in the amount of \$147,000 payable monthly upon the AAIS completion of training and scheduled activities for this work.

<b>Activity</b>	<b>Associated Fees</b>
<i>A total of seventy (70) days of training and support. Each day would consist of a combination of in-person training provided to whole departments or other groups of teachers and distance support as determined by the school's administration and the AAIS consultant.</i>	<i>70 days x 1 consultant x \$2100 per consultant per day</i>
<b>Total</b>	<b>\$147,000</b>

## Suggested Timeline and Scope of Work

Time Frame	Scope of Work	Person(s) Responsible	Total # of Days
June 22-26, 2015	<ul style="list-style-type: none"> <li>• Train combined high school campus teams in two 2-day <b>Highly Effective Teaming Training</b> sessions</li> <li>• Train all team facilitators (interdisciplinary PLC teams) on the skills needed to focus and manage working teams throughout team meetings</li> </ul>	2 AAIS consultants  District Coordinator	5
July 2015	AAIS consultants will provide a two-day training with open enrollment on <b>Standards-Based Interdisciplinary Planning</b> . July dates TBD.	2 AAIS Consultants	2
September 2015 – May 2016	AAIS will work with district leadership to design an interdisciplinary curriculum map and train instructional leadership on AAIS's Teaching for Understanding Planning Cycle's unit planning process for both content and interdisciplinary PLC teams	1 to 2 AAIS consultants  District Leadership	16
August 2015	AAIS consultants will work with/train counselors on academic intervention processes that include the identification of students in academic distress, data analysis for intervention decision-making and the counselors' roles in the intervention process	1 AAIS consultant  CCSD Counselors	1
September 2015 – May 2016	AAIS consultants will make a two day visit to each of the seven campuses three times during the school year to train teams, observe to and provide recommendations and feedback and meet with administration teams to train/support in the monitoring and implementation of academic teaming at both the 9 <sup>th</sup> and 10 <sup>th</sup> grade levels	AAIS Consultants District Leadership Campus Leadership	42
July or August 2015	AAIS will train campus administrators and academy coaches on the NSOP's and their roles and responsibilities in supporting academy teams in implementing, monitoring and adjusting structures and processes throughout the school year	2 AAIS Consultants District Leadership Campus Leadership	4

If this proposal is accepted, a contracted agreement will be created and payment shall be made by the School Board of Clay County upon completion of scope of work by AAIS. An invoice will be sent to the School Board of Clay County by AAIS upon completion of work each month that an AAIS visit is scheduled.



## Addendum A

Notwithstanding any language to the contrary in standard form agreements, the parties agree to the following terms which override all other agreements to the contrary:

Notwithstanding any contrary contractual language, nothing in any agreement shall be construed or interpreted to increase the scope or dollar limit of the School's or School Board's liability beyond that which is set forth in 768.28 Fla. Stat., or to otherwise waive School's or School Board's sovereign immunity, or to require School or School Board to indemnify the vendor or any other person, corporation or legal entity of any kind or nature whatsoever for injury or loss resulting from any acts other than the negligent acts of School or School Board or its agents or employees. Vendor shall, in addition to any other statutory or common law obligation to indemnify the School Board of Clay County, Florida, indemnify, defend and hold harmless the School Board of Clay County, Florida, its agents, officers, elected officials and employees against all claims, actions, liabilities, damages, losses, costs, fines punitive damages and expenses of any kind or nature whatsoever, including but not limited to attorney's fees and legal costs, brought against the School Board of Clay County, Florida, and/or its agents, officers, elected officials, employees and assigns, by any individual, corporation, consortium or any other legal person or entity, arising out of or caused by acts or omissions, negligence, recklessness, intentional wrongful misconduct, violations of laws, statutes, ordinances, government administration orders, rules or regulations of the contractor, contractor's employees, officers, agents, subcontractors, sub-subcontractors, material man or agents of any tier or their respective employees. This indemnification clause shall not be construed to require any indemnitor to indemnify the School Board of Clay County, Florida, for any negligence on the part of the School Board of Clay County, Florida, its agents or employees.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts, other employee benefits acts or any statutory bar.

This indemnification/hold harmless provision shall survive the termination of any contract with the School Board of Clay County, Florida.


The laws of the State of Florida govern all matters, claims or cause of action (whether in contract or tort) arising out of this Contract, the transactions contemplated under this Contract, the actions or omissions of the parties arising from or related to this Contract, the rights and obligations of the parties under this Contract or the negotiation, execution or performance of this Contract. The venue for litigation shall be in state courts located in Clay County, Florida.


BACKGROUND CHECK- Vendor shall, at their own expense, have their employees submit to and pass a fingerprint based background check as required by F.S. 1012.465 prior to having any direct contact with students in furtherance of this agreement or entering upon school grounds when students are present. This process may take up to two weeks so please plan accordingly.

A vendor may have a Florida five (5) year statewide picture badge from printing in another county but must:

1. Register on the School Board of Clay County web site [www.clayvendor.sofn.net](http://www.clayvendor.sofn.net). If you try to register on the web site and receive the message that your company does not have a Clay vendor number, call (904) 284-6542 to request one. This process takes twenty-four (24) hours for your new vendor number to upload to the [www.clayvendor.sofn.net](http://www.clayvendor.sofn.net) network system.
2. Fax an I-9 form to 904-284-6535 for each person who wants to be on a Clay County School campus when students are present.

Vendor shall provide drivers names to school at least five (5) working days prior to scheduled date of service for verification that the driver has passed a fingerprint background check and is on the School Board's approved listing.

  
Authorized Vendors Signature

  
Date