



American Alliance for Innovative Schools LLC
192 Equestrian Drive
Rockwall, TX 75032
Phone: 972.849.8524 / Fax: 866.717.1051

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

This agreement, dated as of February 21, 2014 (“Agreement”) is entered into between American Alliance for Innovative Schools 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 26 training sessions in aggregate of professional development training (“Daily Trainings”) with teachers and appropriate staff of Client on the topics of:

Implementation of 9th interdisciplinary instructional planning teams in small learning teams

Processes for high yield instructional planning and delivery in a 21st Century classroom

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 _____ and expire on _____ 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 \$57,200 (“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 26 Training Sessions with AAIS consultant(s)	Fee: \$2200 per consultant x 26 Training Sessions = \$57,200
<i>Administrative fee</i>	N/A
Total	\$57,200

- 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.

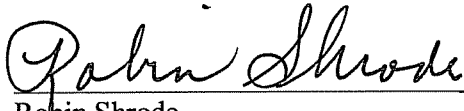
3.5 This Agreement lists contact persons as follows:

Robin Shrode
 Partner
 American Alliance for Innovative Schools LLC
 192 Equestrian Drive
 Rockwall, TX 75032
 972.849.8524
rshrode@ais.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 _____, 2014.



Robin Shrode
Partner
American Alliance for Innovative Schools LLC

1-21-2014
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.

PROPOSAL: Supporting 21st Century Classrooms
School Board of Clay County, Florida



Resubmitted

November 20, 2013

OUR VISION

The American Alliance for Innovative Schools provides high quality technical assistance for educational systems so they are poised to become highly functioning 21st century centers of learning for all students

PROPOSAL

We, the partners of the American Alliance for Innovative Schools, LLC, respectfully submit this proposal at the request of the Clay County School District.

This proposal is presented in two phases:

- Phase I is the initial training of the four core area teachers in the 9th grade teams
- Phase II is the follow-up support to deepen the implementation of new knowledge and skills that will support the implementation of wall to wall career academies in Clay County School District high schools as well as monitor and evaluate next steps

You will find a table of anticipated costs, a list of references, and AAIS business partner and consultant biographies. We look forward to hearing from you in regards to this proposal. If you have any questions, please contact AAIS partner Robin Shrode via email at rshrode@aais.us or via telephone at 972-849-8524. **Phase I** – Training for all staff on seven campuses in *Student Engagement in 21st Century Classrooms*.

Phase One

Overview

Thoughtful and intentional instructional planning that leads to high levels of student engagement, when directly aligned to content standards, increases the probability of student learning. As teachers, we often move straight to the identification of strategies and activities when planning instruction *without thinking through the instructional elements that support student learning*. During Phase I of the instructional technical support participants will learn processes for working collaboratively through the *Teaching for Understanding™* instructional planning process to ultimately increase student engagement in the classroom. Teachers would be able to identify the most appropriate engagement strategies based on the process of deeply understanding the concepts and skills embedded within their content standards and the learning targets from those standards. Once teachers have a clear understanding of concepts and skills to be taught from each standard and the learning progression in which they should be taught, they can identify the most appropriate strategies for addressing these concepts and skills and that engage the student in their own learning. The proposed plan to provide professional development for teachers on seven campuses is as follows.

To accommodate the large number of teachers to be trained AAIS recommends the teaching staff at seven district high schools be divided into two cohorts in the 9th grade academies:

Each cohort would participate in an initial two-day training on the *Teaching for Understanding Planning Cycle™* (See appendix A). The training would focus primarily on Step 4, *Learning Progressions*, Step 6, *Identification of the Most Appropriate High Yield Strategies* to address learning targets from the standards, and Step 7, *Summative Assessment Data* with a specific lens on student work that reflects levels of engagement of students. This training will be under the context of interdisciplinary teams rather than content-alike teams.

AAIS recommends that Clay County Public Schools identify teaching staff members to serve as team facilitators (team leads) to facilitate interdisciplinary team instructional planning meetings. Team facilitators and instructional coaches should not be the same person due to the nature of roles and responsibilities that go with each position. Team facilitators will learn processes and protocols for managing purposeful and productive meetings around instruction and academic interventions, creating equity of voice on teams, manage the group's professional norms, bringing groups to consensus, problem-solving, and conflict management.

Purpose:

- A strong collective district foundational knowledge will be the basis for approaching instructional planning and delivery for 21st century classrooms based on the latest and most relevant educational research
- 9th grade level staff will understand the elements of the *Teaching for Understanding Planning Cycle™* and its impact on instructional decision-making when designing relevant and engaging instruction
- Common research-based processes and protocols for instructional planning will be consistent across all seven high school campuses in the 9th grade academies
- Consistent levels of expectations and internal accountability for high quality instructional design will be consistent across all seven high school campuses in the 9th grade academies
- Develop capacity within the district to facilitate the implementation of new knowledge and skills and sustain the change over time
- Develop a process and tools for monitoring and evaluating the implementation of new knowledge and skills through a gap analysis process

Activities:

- Calendar and begin Cohort I training for teams of teachers on using the *TFU Planning Cycle* for instructional design, delivery and analysis within a 21st century classroom
- Training for all 9th grade interdisciplinary teams on teaming processes and protocols as well as research-based instructional planning strategies

Products/Outcome:

- Trained staff members in 9th grade academies on all seven high school campuses on research-based processes for high probability instructional planning, delivery and analysis within a 21st century classroom
- Conversation protocols for leading instructional dialogues
- A process and tools for monitoring and evaluating the implementation through the gap analysis process

Phase II – Follow-up Coaching**Overview**

Professional development for staff members that specifically focuses on the learning of instructional concepts and skills for designing high quality instruction requires follow up for true implementation. Because we adhere to the Learning Forward standards for professional development, Phase II addresses the follow up and coaching that will impact the actual implementation of the new knowledge and skills gained through the training modules. The narrative below outlines the plan and recommended steps to support implementation of the knowledge and skills as well as a plan to begin to sustain the work over time through coaching.

After teacher cohorts complete Phase I training, AAIS will provide follow-up coaching as teachers work to implement the knowledge and skills gained during the Phase 1 training.

AAIS consultants, in conjunction with the district staff, campus administrators and team facilitators will support the implementation of knowledge and skills learned in Phase I. This co-coaching model builds capacity for

sustaining the work over time. Each of the interdisciplinary teams on the seven campuses will receive a one-day follow up visit in the fall and one-day visit in the spring with an optional one-hour webinar to be calendared and designed collaboratively by AAIS and the Executive Director of Professional Development for the Clay County School District. Two AAIS consultants will divide up schools (one consultant take 3 campuses and one consultant take 4 campuses) and visit each of the seven campuses once in the fall of 2014 and once in the spring of 2015.

Purpose:

- Build knowledge and skills around academic teaming by focusing on business meeting practices in an educational context
- Provide written feedback and coaching with teams and team facilitators as well as campus administrators
- Model protocols for facilitating collaborative meaningful discourse related to data analysis and instructional planning
- Support in the design of daily lesson plans for a 21st century classroom

Activities:

- Observe team planning and give feedback related to quality of research-based best practices on instructional design
- Create/provide resources to support the implementation of all new knowledge and skills in team academic instructional planning and academic interventions for students
- Provide guidance and direction as needed regarding the monitoring of the program implementation

Products/Outcomes:

- Team meeting agendas and notes will reflect purposeful instructional planning using the TFU planning processes and protocols as well as decision-making around appropriate academic interventions for students
- Daily and unit lesson plans will reflect strategies promoting student engagement
- Increased capacity to gather, assimilate and analyze student data to drive to drive instructional decision-making
- Electronic AAIS resources for district use to guide instructional planning
- Program implementation monitoring and evaluation plan in place

After the final support visit, the AAIS consultant will work with district leaders to analyze the data and conduct a gap analysis for the purpose of planning next steps.

Costs Table

Phase I: Training in Planning for Engaging Students in 21st Century Classrooms				
Activity	Timeframe	Number of Days	Responsible Parties	Costs
TFU/Teaming Training 9 th grade teams	June 23-26, 2014	4 days	2 AAIS Consultants @ \$2200 per day per consultant	\$17,600
9 th Grade Team Leader Training Facilitation Skills for Team Leads: Bringing Groups to Consensus, Problem-Solving, Creating Equity of Voice and Collective Internal Accountability for Work	June 27, 2014	1 days	2 AAIS Consultants @ \$2200 per day per consultant	\$4400
Phase II: Follow-Up Coaching Support				
Activity	Timeframe	Number of Days	Responsible Parties	Costs
9 th Grade Teams Fall and Spring Site Visit	September to April 2014-15	14 days (Each of the 7 high schools' 9 th grade teams would receive a 1-day visit each semester)	1 AAIS Consultant @ \$2200 per day per consultant	\$30,800
Gap Analysis, Planning Next Steps	Spring 2015	2 days	1 AAIS Consultant @ \$2200 per day per consultant	\$4400
			Total:	\$57,200

Not included in this proposal but highly recommended is consulting/technical support for the strategic planning for the implementation of career academy structures:

- Creating Career Academy master schedules
- Change process from traditional comprehensive high schools to career academy systems
- Creating distributive leadership in a career academy system
- Systems frameworks for academy meetings to ensure consistency across all campuses (Quality Control)
- Development of Pathways of Studies with academies
- Development of Business and Community Partners for all academies

- Creation of a Vision, Statements of Purpose, SMART Goals and a strategic three year implementation plan
- Development of Capstone courses for seniors in each academy: internships, independent study, research and problem-based independent projects,
- Training for designing Project, Problem or Inquiry Based learning for students