



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: January 20, 2016 Meeting Type: Special Regular

Item Title: Contract between South San Antonio ISD and the Flippen Group

Purpose: Discussion/ Possible Action Recognition Report Only

Requested By: Eusebio Vega-Cintron, School Climate Transformation Grant

Presenter(s): Eusebio Vega-Cintron

Description of item to include your specific request:

Approval of Contract between South San Antonio ISD and the Flippen Group in the amount of \$183,900.00 which will be providing the Capturing Kids' Hearts District by Design training to teachers and administrators. The training consist of the following products: Leadership Blueprint; District Traction Pac; Capturing Kids' Hearts; Process Champion Plus; and Campus TrAction Pac.

Supporting Documentation Enclosed

Please select the appropriate District Goal(s):

Goal 2 We will develop a strong support system offering opportunities across the curriculum to create an innovative school experience, teaching students to value their education and motivate them to achieve excellence.

Department Initiatives/Other:

[Empty box for Department Initiatives/Other]

Funding source-program and/or Budget Code:

CFO Approval

289 11 6299 00 719 6 11 016

[Empty box for CFO Approval]

ROUTE APPROVAL

SIGNATURE

DATE

Principal/Director:

Eusebio Vega-Cintron

1/8/16

Executive Director:

[Signature]

1/8/16

Chief Administrator:

[Signature]

1-11-16

Superintendent:

1-16-2016

The following is an overview of the expected outcome from the workshops:

Capturing Kids' Hearts

"If you have a child's heart, you have his head."™ - Flip Flippen

Truly remarkable outcomes are possible in a classroom where trust, respect, and caring relationships flourish. But creating such an environment is a tremendous challenge. Capturing Kids' Hearts is a 3-day off-site learning experience that provides tools for administrators, faculty and staff to build positive, productive, trusting relationships — among themselves and with their students. These processes can transform the classroom and campus environment, paving the way for high performance.

Outcomes: Participants will learn proven, repeatable skills that help:

- Develop safe, trusting, self-managing classrooms
- Improve classroom attendance by building students' motivation and helping them take responsibility for their actions and performance
- Decrease delinquent behaviors such as disruptive outbursts, violent acts, drug use and other risky behavior
- Utilize the EXCEL Model™ and reinforce the role of emotional intelligence in teaching
- Develop students' empathy for diverse cultures and backgrounds

Approach: CKH is a dynamic, skill-driven, participatory experience. It is not a theoretical or motivational lecture, but the beginning of an important transformational process. Teachers, staff, and administrators learn and practice skills they will use and model in their schools.

Who: Capturing Kids' Hearts is meant for all faculty, staff, and campus-level administrators. CKH is the core of a powerful process that allows every member of the school family to foster and become part of a high-performing, learning community. We encourage schools to get started by sending to Capturing Kids' Hearts training several respected teachers and administrators-influential faculty and staff who encourage and inspire their peers.

When: This is a three-day learning experience. Open-enrollment sessions are available throughout the year in locations nation-wide. We can also schedule client-booked sessions with up to 50 individuals at a time.

Where: Open-enrollment sessions take place at locations we have found to be conducive to learning. Client-booked sessions can be scheduled at a convenient off-site location in retreat or day formats. We will work with you to determine an appropriate location.

Other attendance considerations: Experience shows that the optimal outcome - an intentional culture shift - relies on the complete support and involvement of school administrators. Consequently, they are strongly encouraged to attend as early in the process as possible.



Consultant / Contractor Contract

RECEIVED

JAN 05 2016

SOUTH SAN ANTONIO ISD
DIVISION OF ACCOUNTS

This contract is entered into by and between

Name and address

The Flippen Group
1199 Haywood Drive College Station, TX 77845

hereinafter referred to as "Contractor" and the South San Antonio Independent School District, a Texas political subdivision, hereinafter referred to as "District" on this the

Thursday, November 5, 2015

The purpose of this Agreement is to set out the responsibilities of the parties hereto regarding the professional services to be rendered by contractor to District. District agrees to engage the contractor, and contractor agrees to perform and/or provide the following services:

Leadership Blueprint:

2-consecutive-day training sessions (up to 40 participants per session)

District TrAction Pac:

Two, 2-consecutive-day training sessions involving group and one on one sessions with district administrators and three, 1 hour Priority Customer Calls with district and/or campus administrators.

Capturing Kids' Hearts

Five, 3-consecutive-day training sessions (up to 50 participants per session)

Process Champion Plus

One, 2-consecutive-day training session for up to 30 people. Followed by a one day Campus TrAction Pac with campus administrators and or Process Champions.

Momentum By Design, online solution that will help you extend and reinforce CKH processes on your campus.

Campus Insights, on line/on demand portal of video based professional development tools.

Campus TrAction Pac:

Two, 3 consecutive-day sessions involving group and one on one sessions with campus administrators.

In exchange for the Contractor's services, District will pay the contractor a fee of \$

\$183,900.00

Indicate fee structure:

Flat fee

The total fee is not to exceed:

\$183,900.00

Please enter the funding source?

289 11 6299 00 719 6 11 016

Contractors will not be paid in advance of performing or providing services. Invoices must be addressed to the Accounts Payable Dept. at the above address. Notwithstanding payment by the District pursuant to an approved invoice, the District reserves the right to audit said Agreement and the services rendered here under and to adjust said sum if incorrect or improper. Contractor agrees to refund to District any sums improperly or incorrectly paid Contractor upon notice of same by District. Payment on a properly submitted invoice will be made in accordance with the District disbursement payment schedule.

The contract will be effective on the

Tuesday, January 19, 2016

, and will expire on

unless sooner terminated as provided herein.
Tuesday, February 28, 2017

This contract may be terminated by the District without cause at any time and Contractor agrees to conclude services upon notification by District that Agreement has been terminated. Either District or Contractor may terminate this contract for convenience after giving the other party thirty (30) days advance written notice. Either District or Contractor may terminate this contract effective immediately for breach of any provision herein provided the non-breaching party gives the breaching party written notice of the breach and thirty (30) days to cure such breach. District may terminate this contract effective at the end of its fiscal year if funds are not appropriated for this contract for the ensuing fiscal year. If this contract is terminated for convenience, District will pay Contractor a prorated share of fees Contractor has earned up to the effective date of termination.

Contractor is not an employee of the District and is not entitled to fringe benefits. Furthermore, District will not deduct federal income taxes, FICA or any other funds required to be deducted by an employer as this is the responsibility of the Contractor. Contractor is an independent contractor, and District and Contractor have not entered into a joint venture or partnership in providing the services herein.

It is the intention of the parties that the Contractor be an independent Contractor and not an employee of the District under this Agreement and in order to protect the District, Contractor agrees, as consideration herein, to indemnify and hold the District, and its employees, officers and agents, harmless from any and all claims, demands, damages, causes of action, and costs of whatever kind of nature asserted by third parties and occurring or in any way incident to, arising out of, or in connection with any acts of the Contractor its agents, employees, and subcontractors, in the performance of this Agreement, unless such claim, damage injury of losses is the result of the sole negligence of the District.

In entering into this contract, Contractor agrees to abide by all District policies and regulations. Including, but not limited to, the Contractor agrees to provide the District with sign-in sheets, and evaluation of the service, along with copies of the materials and information used in connection with said service by Contractor, except those provided by District. Accordingly, Contractor agrees to provide such other information and execute other documents as may be required by District policies or regulations. In the conduct of this Agreement, Contractor shall be subject to the Texas State Board of Education rules and all regulations pertaining to this Agreement and the subject matter and to the laws of the State of Texas governing this Agreement, as well as to the Board policies of the District.

Certification of Criminal History Record Information - In accordance with state law and as set forth in the Attachment referenced herein, all required criminal history background checks shall be performed prior to the performance of this agreement. Failure to properly complete the certifications or completion of the certification in a manner that is later deemed incomplete or inaccurate that results in the District being in jeopardy of violation of Texas Education Code § 22.085(c) Contractor Criminal Background Certification

Introduction: Texas Education Code Chapter 22 requires service contractors to obtain criminal history record information regarding covered employees including covered employees, as well as covered employees and general contractors, and to individuals who are independent contractors and to certify to the District that they have done so. Covered employees with disqualifying convictions are prohibited from serving at a school district.

Definitions:

Covered employees: All employees of a contractor including covered employees and general contractors, and to individuals who are independent contractors and who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. "Direct Contact with Students" includes verbal or physical interaction with one or more students that is necessary for the performance of contractual services. The District will be the final arbiter of what constitutes direct contact with students.

Disqualifying conviction: One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public

school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state; or (d) the conviction of a felony or misdemeanor that would disqualify a person from obtaining certification as an educator under Texas Education Code 21.060.

On behalf of ("Contractor"), I certify that [check one]: None of Contractor's employees are covered employees, as defined above.

Or

Some or all of Contractor's employees are covered employees. If this box is selected, I further certify that:

(1) Contractor has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. Contractor has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to the contract services or direct contact with students.

(2) If Contractor receives information that a covered employee has a disqualifying conviction, Contractor will immediately remove the covered employee from contract duties and notify the District in writing within 3 business days.
(3) Upon request, Contractor will make available for the District's inspection the criminal history record information of any covered employee. If the District objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Contractor agrees to discontinue using that covered employee to provide services at the District. will be good cause for early termination of this agreement at District discretion.

The District, the Texas Education Agency, the Texas Comptroller of Public Accounts or any of their duly authorized representatives shall have access to any books, to any books, documents, or records of the Contractor which are directly related to this Agreement, for the purpose of making audit, examination, excerpts and transcriptions. Additionally, the Contractor shall maintain all required records for five (5) years after the District has made final payments and all other pending matters are closed.

Contractor may not subcontract or assign this contract or any of its rights hereunder to another person or entity.

All notices hereunder by either party to the other will be delivered personally or by certified mail, return receipt requested, and will be duly given when delivered personally or three business days after postmarked. If to District, notice will be sent to the Superintendent of Schools at 5622 Ray Ellison Blvd, San Antonio, Texas 78242. If to Contractor, notice will be sent to the signatory and at the address set forth herein.

- Exhibit A
This contract and the following attachments contain the entire agreement between District and Contractor for the services set forth herein and supersedes all prior or contemporaneous agreements, whether oral or written. This contract and its attachments cannot be modified without the advance written consent of each party.

No Response

In accordance with district policy, there shall be no interruption of instruction during the school day. This contract is not valid unless approved by the SSAISD Board of Trustees and/or the Superintendent.

This Agreement shall be governed in all respects by the laws of the State of Texas as they apply to agreements entered into and without regard to conflict of law provisions. Contract venue will be located and resolved by a court in the State of Texas, City of San Antonio and submit to the personal jurisdiction of the courts located within Bexar County, Texas for the purpose of litigating all such claims or disputes.

Contractor: Name, Title and Date

12.17.15
Anya Petersen, Client Engagment National Director, for the Hippen Group

District: South San Antonio Independent School District,
By: Director/Coordinator/Principal and Date

Edu. Ceylan 11/5/16

District: South San Antonio Independent School District,
By: Executive Director / Director and Date

Henzon 1-5-16

District: South San Antonio Independent School District,
By: Chief Financial Officer or Chief Academic Officer

District: South San Antonio Independent School District,
By: Superintendent and Date



Exhibit A

District By Design Agreement 2016-2017

Prepared for:
South San Antonio Independent School District

December 16, 2015

Stanley Leone
The Flippen Group
1199 Haywood Dr
College Station, TX 77845



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 The Flippen Group 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. The Flippen Group 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

Authorized Signer Initials _____



SECTION 1: PROCESS AND SCHEDULE

Products:2016-2017

Leadership Solutions	Proposed Timeline	Pricing
Leadership Blueprint One, 2-consecutive-day training session (up to 40 participants)	January 19-20, 2016	\$21,000 (*\$1,500)
District TrAction Pac Two, 2 -consecutive-day sessions involving group and one on one sessions with district administrators and three, 1-hour Priority Customer Calls with district and/or campus administrators	Spring 2016 - Fall 2016	\$12,000 (*\$3,000)
Campus Solutions	Proposed Timeline	Pricing
Capturing Kids' Hearts Five, 3-consecutive-day training sessions (up to 50 participants per session)	August 2-4, 2016	\$105,000 (*\$9,000)
Process Champions Plus <ul style="list-style-type: none"> One, 2-consecutive-day training session for up to 30 people. Followed by a one day Campus TrAction Pac with campus administrators and/or Process Champions. Momentum By Design, online solution that will help you extend and reinforce CKH processes on your campus. Campus Insights, on-line/on-demand portal of video based professional development tools. 	October 11-13, 2016	\$15,000 (*\$1,800)
	12 month subscription	Complimentary
	12 month subscription	Complimentary
Campus TrAction Pac Two, 3 consecutive-day sessions involving group and one on one sessions with campus administrators	Fall 2016 – Spring 2017	\$12,000 (*\$3,600)

TOTAL (inclusive of *travel)

\$183,900

Authorized Signer Initials _____



District By Design Agreement

South San Antonio Independent School District
2515 Bobcat Lane
San Antonio, TX 78224-1298

Thank you for selecting The Flippen Group 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 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:

- South San Antonio Independent School District agrees to contract with The Flippen Group for all the services on this agreement November 6, 2015.
- The District by Design Agreement and its rates will expire and can only be confirmed upon receipt of this signed document by December 30, 2015 in our main office at: The Flippen Group; Attn: Kim Herman, 1199 Haywood Drive, College Station, Texas 77845.

Payment Terms:

- The fee for each service will be billed when services are rendered.
- Invoices are due upon receipt. Please make all checks payable to the Flippen Group.

Other Charges (if applicable):

- Should any training group size go over the maximum number of participants, an additional fee of \$450 per person over the maximum will be charged.
- Additional District Consulting may be purchased at a rate of \$3,000 per day and must be purchased in bundles of 2 or 3 days.
- Additional Campus Consulting may be purchased at a rate of \$2,000 per day and must be purchased in bundles of 2 or 3 days.
- For services performed in the state of New Mexico, sales tax applies at the rate of 5.125%.

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 The Flippen Group 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.

Authorized Signer Initials _____



SECTION 3: POLICIES

Scheduling:

- The Flippen Group'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. The Flippen Group 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 The Flippen Group. Within 120 days of signing of the agreement, the remainder of events must be scheduled with The Flippen Group.
- Confirmation of all scheduled events will be made via email and is subject to cancellation terms as listed below.
- All trainings should be scheduled from 8:00 AM – 4:00 PM each day (with the exception of day 3 for CKH concluding at 1:00pm). Should times need to be altered, prior approval by The Flippen Group 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.
- The Flippen Group requires cancellation notice of ³⁰~~90~~ days prior to any scheduled date of service. Cancellation notice received inside the ³⁰~~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.

Accountability:

- The Flippen Group commits to reserve the capacity needed to fulfill the terms of this agreement. The Flippen Group 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 The Flippen Group.
- Media representatives are not allowed to attend training without prior written approval by The Flippen Group.
- The Flippen Group has permission to contact company members via e-mail addresses.

Authorized Signer Initials _____



Facilities:

- The Flippen Group 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 that the Capturing Kids' Hearts, Leadership Blueprint training not be conducted on district or school properties. Room must be at least 2,800 square feet (40'X70').
- Process Champions may be provided at the campus facilities as long as adequate space, quiet, and privacy are available.
- South San Antonio Independent School District will coordinate the facilities needed for trainings with the expense being incurred by your organization, as written in this agreement.
- The Flippen Group 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, The Flippen Group's Event Planning Team will provide South San Antonio Independent School District with meeting size requirements, setup needs (inclusive of table/chair arrangements, AV requirements, etc.). It is understood that South San Antonio Independent School District 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 South San Antonio Independent School District for the entire day for all participants. Meals can be coordinated by South San Antonio Independent School District with facility or caterer of choice or left up to individuals on their own.

Intellectual Property

- The Flippen Group's intellectual property is a crucial part of providing training materials and consulting services to its clients, and the Flippen Group could not continue its work if its clients did not honor and respect the Flippen Group's 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 the Flippen Group 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 the Flippen Group. 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 the Flippen Group. In addition, you are agreeing to have any of your engaged contractors or subcontractors sign an agreement to protect The Flippen Group's intellectual property.

SECTION 4: DISCLAIMERS

- South San Antonio Independent School District accepts the Products "AS IS" with all faults and errors. THE FLIPPEN GROUP 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. THE FLIPPEN GROUP 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 South San Antonio Independent School District and The Flippen Group assumes no risk or obligation in connection therewith.


Authorized Signer Initials _____



- The Flippen Group hereby disclaims any and all liability, risk, obligation, or responsibility for decisions made or actions taken by South San Antonio Independent School District after use of the Products. The Flippen Group shall in no way be responsible or liable for South San Antonio Independent School District 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 Flippen Group 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 South San Antonio Independent School District, but should not be treated as a singular solution.
- In no event shall The Flippen Group be liable for or responsible for any incidental or consequential damages or injuries related to South San Antonio Independent School District 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 the Flippen Group shall not exceed the lesser of the full retail cost of the Products or the amount that South San Antonio Independent School District paid for the Products.
- No information shared by The Flippen Group 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 The Flippen Group 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:  Date: 11/5/16
(Group contact person or representative)
 Print Name: Eusebio Title: Director

SECTION 6: CONTACT US

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

The Flippen Group
 Attn: Kim Herman
 Kim.herman@flippengroup.com
 1199 Haywood Drive
 College Station, TX 77845
 Phone: 800-316-4311
 Fax: 877-941-4700

Authorized Signer Initials _____