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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Jacqueline Minor, General Counsel

Board Meeting Date May 27, 2015

Subject **SERVICES AGREEMENT WITH NEW LEADERS, INC.**

Action Requested **Approval of Services Agreement with NEW LEADERS, INC.**

Background and Discussion

One paragraph summary of the scope of work.

New Leaders operates a program for instructional leaders in the District who are dedicated to serving the needs of all children, particularly those who live in poverty and those of color. The Program includes the Emerging Leaders Program, a job-embedded instructional leadership program for teachers and other site instructional leaders. Through the Aspiring Principals Program, New Leaders will train, support and develop aspiring principals in a year-long residency program, in a model that is one of a kind nationally. New Leaders continues to support and develop leaders who are principals and assistant principals through the Principals Institute program. A number of OUSD principals and Assistant Principals are from the New Leaders Program.

The Agreement is for the term from July 1, 2014 to June 30, 2015, in an amount not to exceed \$100,000.00.

Recommendation **Approval of Services Agreement with NEW LEADERS, INC.**

Fiscal Impact Funding resource name: GP \$100,000

Attachments

- Services Agreement

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of July 1, 2014 (the "Effective Date") between New Leaders, Inc., located at 30 West 26th Street, 9th Floor, New York, NY 10010 ("New Leaders"), and Oakland Unified School District ("District" or "OUSD").

WHEREAS New Leaders is a national 501(c)(3) not-for-profit organization incorporated in Massachusetts; and

WHEREAS District is a school district in the state of California;

WHEREAS the Parties desire to enter into this MOU to identify, train, certify, place, and support outstanding aspiring school leaders in schools operated by the District; and.

WHEREAS, the Parties are committed to perform the activities described in this MOU since they share the goals of increasing student achievement through school leadership.

Therefore, in consideration of the foregoing premises and the respective agreements hereinafter set forth and the mutual benefits to be derived therefrom, New Leaders and District hereby agree as follows:

1. Services. New Leaders hereby agrees to provide services for District as described in Exhibit A hereto, as may be amended by the parties upon mutual agreement in writing (the "Services"). New Leaders will perform the Services and other duties provided in this Agreement to the best of New Leaders' ability, in a trustworthy, efficient, professional and workmanlike manner. New Leaders may use consultants and other subcontractors to provide the Services without prior approval by District. New Leaders shall be responsible for assigning and reassigning New Leaders' employees and consultants, as appropriate, to perform the Services.

2. Term. The Term of this Agreement will begin on the Effective Date and terminate on June 30, 2015, unless earlier terminated as provided herein, and shall include the school year 2014-15.

3. Parties' Relationship. New Leaders is and will remain an independent contractor and will not constitute an employee, agent or representative of District for any legal, tax or other purposes. New Leaders will not directly or indirectly incur, create, or assume any liability, obligation or commitment, contractual or otherwise, for, on behalf of, or in the name of District, except as expressly agreed to in writing by District.

4. Compensation. In consideration for the Services, District agrees to pay New Leaders a flat fee of one hundred thousand dollars (\$100,000.00) ("Fee"). The Fee includes all labor, equipment, communications costs, materials and other disbursements required by New Leaders to complete the Services, and District will not pay additional compensation for such costs or expenses. Fifty percent (50%) of the Fee shall be due upon execution of this Agreement, and the remaining fifty percent (50%) of the Fee shall be due on or before June 1, 2015. District will pay invoices within thirty (30) days of receipt. Upon reasonable prior notice, District, at its own expense, shall have the right to audit New Leaders' records to substantiate invoicing and payment for the Services.

5. Confidentiality.

(i) "Confidential Information" shall mean information of a confidential and proprietary nature revealed by or through a party (whether in writing, orally or by another means) to the

other party in connection with this Agreement, including, without limitation, (i) all forms and types of educational methods and training materials, financial, business, scientific, technical, economic, or engineering information including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing; (ii) information traditionally recognized as proprietary trade secrets; (iii) all copies of any of the foregoing or any analyses, studies or reports that contain, are based on, or reflect any of the foregoing; and (iv) any information marked as confidential by a Party.

(ii) Each Party acknowledges that, through the performance of the Services, it may have access to Confidential Information. Each Party agrees not to publish or otherwise disclose to any person, without specific permission by the other Party, any Confidential Information, nor to use said Confidential Information for any purposes not related to the Services, unless any Confidential Information (i) is or becomes generally known to and available for use by the public other than as a result of a Party's acts or omissions in breach of this Agreement, or (ii) is required to be disclosed pursuant to applicable law or court order. In the event that a Party is requested or required by law or court order to disclose any Confidential Information, that Party will provide the other Party with prompt notice of such request or requirement in order to enable the other Party to seek an appropriate protective order or other remedy (and if a Party seeks such an order or remedy, the other Party will cooperate with it, at the expense of the Party seeking the order or remedy, in connection therewith). Upon expiration or termination of the Agreement, or at any other time a Party ("Disclosing Party") may request in writing, the other Party ("Receiving Party") will deliver to Disclosing Party or, at Disclosing Party's option, destroy, all Confidential Information and other documents relating thereto, that Receiving Party may then possess or have under his or her control, provided that Receiving Party will not be required to deliver to Disclosing Party or destroy any materials in Receiving Party's possession that were obtained or prepared by Receiving Party prior to the engagement hereunder or outside the scope of the Services. The parties hereto agree that Disclosing Party would suffer irreparable harm from a breach by Receiving Party of any of the covenants or agreements contained in this Section 5. In the event of an alleged or threatened breach by Receiving Party of any of the provisions of this Section 5, Disclosing Party or its successors or assigns may, in addition to all other rights and remedies existing in its favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce or prevent any violations of the provisions hereof without the requirement of posting any bond.

6. Data. Subject to Section 7 below, any data or other material furnished by District for use by New Leaders under this Agreement ("Data") shall remain the sole property of District. In addition, District shall be solely responsible for determining the existence of, and complying with, any laws applicable to the protection of Data as such laws and regulations may apply to the Services. For the avoidance of doubt, each Party acknowledges and agrees that it will abide by the requirements of the Family Educational Rights and Privacy Act, as applicable.

7. Intellectual Property. The Parties acknowledge and agree that, as between the parties, New Leaders retains and exclusively owns all right, title and interest in and to its intellectual property rights, including but not limited to: (i) inventions, patents and patent applications; (ii) trademarks, service marks, designs, logos, trade names, Internet domain names; (iii) copyrights or other works of authorship (whether or not copyrightable); (iv) trade secrets, know-how, processes, methodologies, techniques, ideas, and concepts; and (v) technology and software (collectively, the "New Leaders IP"). For the avoidance of doubt, the New Leaders IP includes any works authored or developed by New Leaders in connection with this Agreement. No license is granted in, to or under the New Leaders IP other than as expressly set forth herein.

8. Representations and Warranties.

(a) New Leaders represents and warrants to District that New Leaders has the right and authority to enter into and perform its obligations under this Agreement and that it will comply with any applicable law in carrying out its obligations under this Agreement. Except as expressly stated in this Agreement, New Leaders makes no other warranties, express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement, or otherwise.

(b) District represents and warrants to New Leaders that it has the power and authority to enter into and perform its obligations under this Agreement and that it will comply with any applicable law in carrying out its obligations under this Agreement. In addition, New Leaders shall be entitled to rely on all District decisions and approvals.

9. Indemnification.

(a) District hereby agrees to indemnify, hold harmless, and defend New Leaders and/or its subsidiaries, affiliates, employees, officers, directors, agents, or other partners from and against any claim, demand, loss, damage, or other liability, including reasonable attorneys' fees and expenses, (collectively, "Claims") arising out of or related to any breach of this Agreement by District, except for Claims arising out of the recklessness or willful misconduct of New Leaders. New Leaders will give District prompt notice of any claim asserted against it on the basis of which New Leaders intends to seek indemnification from District as herein provided (but the obligations of District under this Section will not be conditioned upon the receipt of such notice). The indemnification provisions of this Section will not require payment as a condition precedent to recovery.

(b) New Leaders hereby agrees to indemnify, hold harmless, and defend the District and/or its employees, officers, directors, agents and State Trustee from and against any claim, demand, loss, damage, or other liability, including reasonable attorneys' fees and expenses, (collectively, "Claims") arising out of or related to any breach of this Agreement by New Leaders, except for Claims arising out of the recklessness or willful misconduct of the District. The District will give New Leaders prompt notice of any claim asserted against it on the basis of which the District intends to seek indemnification from New Leaders as herein provided (but the obligations of New Leaders under this Section will not be conditioned upon the receipt of such notice). The indemnification provisions of this Section will not require payment as a condition precedent to recovery.

10. Limitation of Liability. In no event shall New Leaders or its officers, directors, trustees, employees, or other representatives be liable to District or any other person for any indirect, incidental, special, exemplary, consequential, or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to the Services or this Agreement, whether such liability is asserted on the basis of contract, tort, or otherwise, even if New Leaders has been advised of the possibility of such damages. New Leader's total liability for all damages arising from or relating to the Services or this Agreement shall be limited to the amount of the Fee paid by District.

11. Termination. This Agreement will terminate: (a) immediately upon the insolvency or bankruptcy of New Leaders or District; (b) by either Party, upon material breach of any of the other Party's duties under this Agreement, provided that the breaching Party has failed to cure such breach within thirty (30) days following a written notice of such breach by the terminating Party; or (c) by either Party, at its option, at any time, for any reason, or no reason whatsoever, effective at the end of the School Year during which the notice of termination is issued. In the event of termination hereunder for any reason, New Leaders will, upon receipt of notice from District, take all necessary steps, as specifically directed by District or otherwise, to bring New Leaders' work to a close in an orderly manner; furnish to District all results and proceeds of the Services to date and a status report on outstanding and in process

work; and make best efforts to keep expenditures for this purpose to a minimum. In the case of a termination pursuant to subsection (c) of this paragraph, the District shall continue to be obligated to pay New Leaders for any services rendered by New Leaders prior to the end of such School Year in accordance with the payment terms herein. The following provisions survive the termination of this Agreement for any reason whatsoever: Sections 5 (Confidentiality), 7 (Intellectual Property), 8 (Representations and Warranties), 9 (Indemnification), 10 (Limitation of Liability) 11 (Termination), and 13 (Miscellaneous).

12. Participation of Other Schools. The Parties acknowledge and agree that NL may enter into separate memoranda of understanding or other agreements with any other school, charter management organization, or school district in NL's sole discretion.

13. Miscellaneous.

(a) Complete Agreement. This Agreement embodies the complete agreement and understanding among the parties and supersedes and preempts any prior understandings, agreements or representations by or among the parties, written or oral, which may have related to the subject matter hereof in any way.

(b) Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Agreement will remain in full force and effect.

(c) Waiver. The failure of either District or New Leaders to insist upon strict performance of any of the provisions of this Agreement will not, in any way, constitute a waiver of its rights under this Agreement, at law or in equity, or a waiver of any other provisions or subsequent default by the other Party in the performance of or compliance with any of the terms of this Agreement.

(d) Counterparts. This Agreement may be executed in separate counterparts (including by means of facsimile, PDF, or electronically), each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

(e) Assignment. Neither Party may assign its rights or delegate its duties or obligations hereunder without the prior written consent of the other Party. This Agreement shall be binding upon and shall inure to the benefit of the Parties' successors and permitted assigns.

(f) Choice of Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN THE PARTIES HERETO.

(g) Amendment. This Agreement may be amended or supplemented only by a written agreement of District and New Leaders.

(h) Headings. The headings of the sections of this Agreement are for reference purposes only and will not constitute a part hereof or affect the meaning or interpretation of this Agreement.

(i) Notices. Any notice required to be given under this Agreement will be in writing and will be deemed to have been duly given if delivered by personal delivery, or certified mail, return receipt requested, postage prepaid, to the following addresses, with a copy sent by email to the address noted:


If to District:

If to New Leaders: Laura Kadetsky, General Counsel
New Leaders, Inc.
1003 K Street NW, Suite 500
Washington, DC 20001
lkadetsky@newleaders.org

Notice will be effective when received as indicated on registered mail or other delivery receipt.

IN WITNESS WHEREOF, New Leaders and District have caused this Services Agreement to be duly executed and delivered on the date first above written.

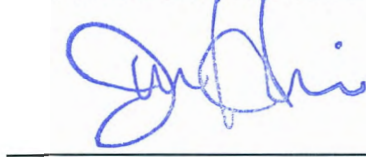
NEW LEADERS, INC.



Name: Laura B. Kadetsky
Title: General Counsel

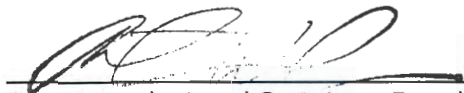
Date: April 30, 2015

OAKLAND UNIFIED SCHOOL DISTRICT



President, Board of Education

5/28/15



Superintendent and Secretary, Board of Education

5/28/15

File ID Number: 15-0985
Introduction Date: 5/27/15
Enactment Number: 15-0737
Enactment Date: 5/22/15
By: [Signature]

Approved as to Form



Jacqueline Minor, General Counsel

Exhibit A

Aspiring Principals Program (“APP”) and Emerging Leaders Programs (“ELP”)

Article I. Definitions.

1.1 “Artifacts” shall mean artifacts and examples of Program Participants’ school-based work, such as videos of personal practice or anonymous student work.

1.2 “Certification” shall mean the professional principal certification, issued by California.

1.3 “District School” shall mean a school operated by the District.

1.4 “Emerging Leader” shall mean an individual recruited and selected by NL to participate in its Emerging Leaders Program, as defined in Article III herein. Emerging Leaders are at no time employees of NL but are employees of the District.

1.5 “Leadership Development Activities” shall have the meaning provided in Article 3.2(b).

1.6 “Mentor Principal” shall mean the principal of a Residency School. Mentor Principals are employees of the District and at no time are employees of NL.

1.7 “New Leader” shall mean an individual recruited and selected by NL to participate in its Aspiring Principals Program, as defined in Article II herein. New Leaders are at no time employees of NL but are employees of the District.

1.8 “NL Executive Director” shall mean the Executive Director of NL in the Program City.

1.9 “Platform” shall mean a password-protected online learning platform provided by NL on which Program Participants may upload Artifacts.

1.10 “Program City” shall mean Bay Area.

1.11 “Program Participant” shall mean an Emerging Leader or a New Leader.

1.12 “Residency” shall mean a School Year during which a New Leader is employed by the District as a Resident Principal.

1.13 “Residency School” shall mean a District School at which the District employs a New Leader as a Resident Principal and the Principal of which the District allows to participate as a Mentor Principal.

1.14 “Residency Seminar” shall mean a multiple-day training session run by NL for New Leaders during their Residencies or the summer preceding their Residencies.

1.15 “Resident Principal” shall have the meaning provided in Article 2.1.

1.16 “School Leader” shall mean a Principal, Assistant Principal, or other equivalent school leadership position.

1.17 “School Year” shall mean the academic year as defined by the District.

1.18 “Senior Level Designee” shall mean a high-level employee of the District who reports directly to the Superintendent and who shall be responsible for coordinating and implementing this MOU on behalf of the District. Should there be a shift in the staffing of this role from time to time, the Superintendent and the NL Executive Director shall work together to identify a mutually agreed upon replacement.

1.19 “Superintendent” shall mean the Superintendent of the District.

Article II. Aspiring Principals Program.

2.1 Resident Principals.

(a) The District shall create an employee position entitled “Resident Principal” and/or shall designate certain employees of the District as “Resident Principals,” notwithstanding the official title of such employees’ positions. For purposes of this MOU, “Resident Principal” shall refer both to an employee with the official title of Resident Principal or an alternate title, so long as such employee is accorded by the District the status, roles, and responsibilities described in this Article II.

(b) The District shall define the hiring criteria for a Resident Principal; provided, however, that those criteria may not include (i) educational credentials other than a baccalaureate degree from an accredited university; or (ii) teaching credentials other than three (3) years of teaching experience in an elementary or secondary school, unless California law requires otherwise. The District shall have the sole discretion to offer employment as a Resident Principal to any individual who meets the hiring criteria.

(c) The District shall define the status, roles, and responsibilities of a Resident Principal; provided, however, that these status, roles, and responsibilities must include:

- (i) assignment to a District School as an administrator;
- (ii) at a minimum, the status, roles, and responsibilities of an Assistant Principal employed by the District at a District School;
- (iii) the ability to serve on the leadership team of a District School;
- (iv) the ability to supervise and evaluate teachers without immediate supervision;
- (v) the ability to spend at least ten (10) hours each week during the School Year engaged in instructional leadership responsibilities;
- (vi) the ability to spend at least one (1) weekday per week during the School Year participating in educational or leadership training outside the District School;
- (vii) the ability to attend up to two (2) multiple-day training sessions that include weekends and weekdays; and
- (viii) subject to the approval of the Principal at the District School to which the Resident Principal is assigned, for up to four (4) total weeks during the second half of the School Year, the status, roles, and responsibilities of a Principal employed by the District at a District School.

(d) The District shall define the salary and benefits of a Resident Principal; provided, however, that the District shall pay to each Resident Principal a salary and benefits, in accordance with its regular payroll practices, equivalent to the full, annual twelve-month salary and benefits for an Assistant Principal employed by the District; and provided, however, that if a person who is already employed by the District subsequently becomes a Resident Principal, such Resident Principal shall not suffer a reduction in salary or benefits due to becoming a Resident Principal. The District shall ensure that each Resident Principal is employed by the District and on payroll to begin receiving salary and benefits as of July 1, 2014 of or preceding the Residency. The District will ensure that each Resident Principal receives his or her first paycheck by the first District payday following July 31, 2014 of or preceding the Residency. At no time will NL pay any New Leader a salary, wages, benefits, or compensation.

(e) Resident Principals shall be employees of the District and shall not be employees of NL.

2.2 Selection of New Leaders and Employment of Resident Principals.

(a) Preceding each School Year within this MOU, and in School 2014-2015 in preparation for the following School Year, NL shall recruit and select a class of New Leaders, which may or may not include any Emerging Leader. NL has sole responsibility for recruiting and selecting these New Leaders, including costs and selection criteria.

(b) Preceding each School Year within this MOU, and at the end of School Year 2014-2015 in preparation for the following School Year, NL shall present the names, qualifications, and contact information of these New Leaders to the District. Within one (1) week of NL presenting it with the names, qualifications, and contact information of any New Leader, the District shall decide whether to hire or designate that New Leader as a Resident Principal for the upcoming School Year. The District has the sole discretion to decide whether to hire or designate any New Leader as a Resident Principal.

(c) The District agrees to hire or designate up to five (5) New Leaders as Resident Principals for the 2014-2015 School Year; provided, however, that if NL informs the District prior to a School Year that NL, in its sole discretion, has identified a smaller number of New Leaders or Mentor Principals, then the District shall agree to hire or designate that smaller number of Resident Principals for that School Year.

(d) NL may recommend to the District the transfer of any Resident Principal from one District Operated School to another. Within two (2) weeks of receiving such a recommendation, the District shall decide whether, in its sole discretion, to accept or reject any such recommendation.

2.3 Selection of Mentor Principals and Assignment of Resident Principals to Residency Schools.

(a) Preceding each School Year within this MOU, and at the end of School Year 2014-2015 in preparation for the following School Year, NL shall identify principals working within the District that it believes would make outstanding Mentor Principals. NL has sole responsibility for identifying these potential Mentor Principals, including costs and selection criteria. NL shall present the names of these potential Mentor Principals to the District. Within one (1) week of NL presenting it with the name of any potential Mentor Principal, the District shall decide whether to approve the participation of that potential Mentor Principal for the upcoming School Year. The District has the sole discretion to decide whether to approve the participation of any principal as a Mentor Principal.

(b) The District shall allow Mentor Principals to attend up to four (4) training sessions during the School Year, which may include weekdays or weekends.

(c) The District shall agree to approve the participation of up to five (5) Mentor Principals for the 2014-2015 School Year; provided, however, that if NL informs the District prior to a School Year that NL, in its sole discretion, has identified a smaller number of New Leaders or potential Mentor Principals, then the District shall agree to approve the participation of that smaller number of Mentor Principals for that School Year.

(d) Following the District's approval of potential Mentor Principals and NL's selection of New Leaders for each School Year, NL shall present to the District a proposed list of assignments of Resident Principals to potential Residency Schools. Within one (1) week of NL presenting it with the proposed list of assignments, the District in its sole discretion shall decide whether to approve the assignments of Resident Principals to potential Residency Schools. The District has the sole discretion to decide whether to approve the assignment of any Resident Principal to any potential Residency School.

(e) The Parties acknowledge and agree that NL may end an individual's participation as a Mentor Principal at any time for any reason. The Parties acknowledge and agree that NL has no authority to terminate a Mentor Principal's employment by the District. The Parties acknowledge and agree that the District, in its sole discretion, may terminate any of its employees, including, but without limitation, any Mentor Principal.

(f) At no time will NL pay any Mentor Principal a salary, wages, or other compensation.

2.4 NL Training and Support During The Residency.

(a) Resident Support. During the Residency, each New Leader shall receive regular training and support to develop his leadership capacity, which may include mentoring and feedback from NL staff, sessions with other New Leaders in the Program City, and assignments and projects.

(b) Residency Seminars. During the Residency, each New Leader shall participate in Residency Seminars, including a multi-week summer training session, approximately two (2) multi-day training sessions during the School Year, and other learning experiences defined by NL in its sole discretion. NL has sole responsibility for the Residency Seminars and other learning experiences, including costs, curriculum, coursework, instructors, and evaluations of New Leaders. Residency Seminars and other learning experiences may take place in the Program City or in other locations as determined by NL and may occur on weekdays or weekends.

(c) NL may modify and update its training program at any time in its sole discretion, including but not limited to the content, timing and delivery of New Leader support and Residency Seminars.

(d) NL may conduct assessments and/or evaluations of a New Leader to measure his knowledge and application of key course concepts and/or ability to meet NL's standards of performance ("NL Assessments"). The Parties acknowledge and agree that the NL Assessments will be confidential to NL and the New Leader. NL may, in its sole discretion, determine the content and standards of each NL Assessment and whether a New Leader has met the standards of an NL Assessment. The Parties acknowledge and agree that such NL Assessments are separate and distinct from any reviews or evaluations that the District may conduct of a New Leader as an employee in any capacity and that such NL Assessments have no bearing on any employment actions that the District may take concerning its employees, including any Resident Principal.

2.5 Certifications. NL shall, in its sole discretion, identify and engage an entity approved to recommend individuals to the California Department of Education (“DOE”) for Certification. The District shall work with NL as needed to ensure that all Resident Principals who satisfactorily complete the Aspiring Principals Program during the Residency (as determined by NL in its sole discretion) receive their Certifications on the necessary timeframe such that Resident Principals will be eligible to apply for employment under the timeframe detailed in Section 2.6. The District shall provide prompt notice to NL of any information needed from NL to complete any documentation required from the District in connection with such Certification.

2.6 Application For Employment After the Residency.

(a) During the Residency, the District shall offer each Resident Principal the opportunity to interview for employment by the District as a School Leader in a District School for the School Year following the Residency.

(b) The District shall make any offer of employment to a Resident Principal as a School Leader in a District Operated School for the School Year following the Residency by March 15 of the Residency. The District has the sole discretion to make such offers. If the District offers the New Leader employment pursuant to this paragraph, the Parties expect that the New Leader shall accept such a position.

(c) A New Leader who is not offered employment as a School Leader in a District School by March 15 of the Residency may then interview for employment as a School Leader in a non-District School within the Program City for the School Year following the Residency. Between March 15 of the Residency and August 1 immediately following the Residency, if a New Leader is offered employment as a School Leader by a non-District School for the School Year following the Residency, the New Leader shall promptly inform the District. The District may, in its sole discretion, offer the New Leader employment in a comparable School Leader position in a District School. If the District offers the New Leader such a comparable School Leader position within one (1) week of the offer from the non-District School and no later than August 1 immediately following the Residency, the Parties expect that the New Leader shall accept the position offered by the District. After August 1 immediately following the Residency, if the District has not offered the New Leader employment as a School Leader in a District School for the School Year following the Residency, then the New Leader may seek employment from any entity and shall have no further obligations to the District.

2.7 Principal Institute and Support for New Leaders after the Residency Year

(a) NL will provide ongoing support to New Leaders who successfully complete the Residency and remain in good standing with NL as determined by NL and who are working as School Leaders after the Residency Year. Such ongoing support may include diagnostic toolkits, action plans, professional development modules, networks of other New Leaders, local summits, or other support.

(b) NL will provide more intensive support via its Principal Institute to up to eight (8) New Leaders who are principals in District Schools in the 2014-2015 School Year. The Principal Institute includes but is not limited to virtual learning activities, in-person training sessions, school-based projects, sharing of artifacts and examples of school-based work, or other activities. The District agrees to permit New Leaders participating in the Principal Institute to attend related activities or sessions and to coordinate with NL on the scheduling of such activities or sessions to enable such New Leaders to attend them.

(c) NL has sole responsibility for the post-Residency support and Principal Institute, including costs, curriculum, coursework, instructors, and evaluations. NL may modify and update its post-Residency support at any time in its sole discretion, including but not limited to the content, timing and delivery of such post-Residency support.

(d) The District will share its principal professional development program and coordinate with NL to determine if there is training provided by the District in areas covered by NL that can be reduced or eliminated for New Leaders to ensure maximum efficiency and effectiveness.

2.8 The Parties acknowledge and agree that NL may dismiss a New Leader from NL's Aspiring Principals Program, including the Principal Institute, at any time for any reason in its sole discretion. The Parties acknowledge and agree that such dismissal does not constitute termination from District employment.

2.9 The Parties acknowledge and agree that NL has no authority to hire any New Leader as an employee of the District or to terminate any New Leader's employment by the District. The Parties acknowledge and agree that the District, in its sole discretion, may hire, transfer, and/or terminate any of its employees, including, but without limitation, any Resident Principal.

Article III. Emerging Leaders Program.

3.1 Recruitment and Selection of Emerging Leaders.

(a) The Parties will work together to identify and recruit individuals with the potential to become School Leaders who are already employed by the District for participation in NL's Emerging Leaders Program as described in this Article III.

(b) Prior to each School Year, NL will select a class of approximately twenty (20) Emerging Leaders. NL has sole discretion over the selection of Emerging Leaders, including selection criteria, except that the Principal of the school where any Emerging Leader works must provide his or her written consent to that Emerging Leader participating in the Emerging Leaders Program.

3.2 Training of Emerging Leaders.

(a) NL will conduct an induction session with the new Emerging Leaders at the beginning of each year of the Emerging Leaders Program to establish program expectations. Representatives of the District may attend this session.

(b) Over a period of one School Year, NL will provide ongoing training to each Emerging Leader to develop that Emerging Leader's leadership capacity by designing and delivering professional development in adult leadership skills to each Emerging Leader ("Leadership Development Activities"). Such Leadership Development Activities may include virtual learning, in-person sessions, school-based projects, sharing of artifacts and examples of school-based work, or other activities. NL will be responsible for developing the content of the Leadership Development Activities and may modify and update them at any time in its sole discretion.

(c) The District shall ensure that each Emerging Leader has:

(i) The ability to lead a team of at least two teachers ("Team") focused on improving student achievement and teacher effectiveness;

- data;
- (ii) The ability to facilitate data team meetings using student achievement data;
 - (iii) The ability to conduct professional development with the Team;
 - (iv) The ability to observe and give informal feedback to teachers on the Team;
 - (v) Common planning time for the Emerging Leader and the Team to meet together;
 - (vi) Access to interim assessment results for students of teachers on the Team;
 - (vii) Permission to video his work with the Team to share via the Platform;
 - (viii) The ability to request written permission from teachers on the Team to include them in videos of the Emerging Leader's work with the Team and to share the videos via the Platform;
 - (ix) Accommodations for the Emerging Leader informally to observe and give feedback on the instruction of peers on the Team, which may be accomplished through partial release days for the Emerging Leader or otherwise; and
 - (x) The ability to share anonymously the work of the Emerging Leader's students or of the students of the teachers on the Team with other participants in the Emerging Leaders Program and NL.

(d) NL may conduct assessments and/or evaluations of each Emerging Leader to measure his knowledge and application of key course concepts (collectively "EL Assessments"). NL will share high-level progress reports on each Emerging Leader with a designated representative of the District at least once during the School Year. NL may, in its sole discretion, determine the content and standards of each EL Assessment and whether an Emerging Leader has met the standards of an EL Assessment. The Parties acknowledge and agree that EL Assessments are separate and distinct from any reviews or other evaluations that the District may conduct of an Emerging Leader as an employee in any capacity, and that they have no bearing on any employment actions that the District may take concerning such employee.

(e) Before the end of each School Year, each Emerging Leader will declare whether he is interested in being considered for NL's Aspiring Principals Program. The Parties acknowledge and agree that admission into NL's Aspiring Principals Program is within NL's sole discretion and that NL may admit or deny admission to any Emerging Leader into the Aspiring Principals Program at any time, even if that Emerging Leader completes the Emerging Leaders Program.

(f) The Parties acknowledge and agree that NL has no authority to hire any Emerging Leader as an employee of the District or to terminate any Emerging Leader's employment by the District. The Parties acknowledge and agree that the District, in its sole discretion, may hire, transfer, and/or terminate any of its employees, including, but without limitation, any Emerging Leader. Should the District transfer any Emerging Leader, it shall use best efforts to transfer the Emerging Leader to a position in which the Emerging Leader can continue to fulfill the requirements of the Emerging Leaders Program.

(g) The Parties acknowledge and agree that NL may remove an Emerging Leader from the Emerging Leaders Program at any time for any reason in its sole discretion. The Parties acknowledge and agree that such removal does not constitute termination from District employment.

Article IV. Evaluation Of School Performance.

4.1 For each School Year, NL may in its sole discretion arrange for one (1) or more research studies, which may be conducted by an independent, third-party evaluator or by NL, of some or all District Schools where New Leaders are serving as Principals, Assistant Principals, or Resident Principals, or where Emerging Leaders are serving in order to analyze the success of the Emerging Leaders Program or Aspiring Principals Program. NL has sole responsibility for any of NL's research studies, including costs. NL has no responsibility for any other research studies organized and provided by the District or any other outside agency.

4.2 The District shall, at no cost to NL, to the extent allowed by law and as soon as possible upon request, make available to NL and/or its independent, third-party evaluator (i) all student-level data related to (a) student demographic characteristics, (b) achievement assessment including but not limited to annual state test results, interim and benchmark assessment results, and Accuplacer assessment results, and (c) non-tested outcomes including but not limited to attendance data, suspension and expulsion data, course completion, graduation rates, SAT and/or ACT participation, high-school course-taking, including credits taken in "core" subject areas and college preparatory course-taking (honors, AP, or IB courses); and (ii) annual school-level data for all District Schools, including but not limited to results of school climate or school culture surveys, teacher quality of effectiveness, teacher and principal retention data, principal certification/qualification and length of tenure data, graduation rates by school, proficiency rates by content area and grades, report card grades, average attendance, school-level proficiency data disaggregated by demographic subgroup, and a data set of the publicly available school-level information on all District Schools. The District shall also, at no cost to NL, to the extent allowed by law and as soon as possible upon request, make available to NL other data reasonably requested by NL concerning any New Leader serving as a Resident Principal, Assistant Principal, or Principal, any Emerging Leader, or any potential or actual Mentor Principal.

4.3 The District shall, at no cost to NL, to the extent allowed by law, and as soon as possible upon request, cooperate with NL's efforts to (i) conduct surveys, observations, and/or interviews of students, staff, and parents at all District Schools where New Leaders are serving as School Leaders or Resident Principals or where Emerging Leaders are serving, and (ii) gain access to other District Schools to perform similar activities.

4.4 The Parties will cooperate to execute any further written agreement that may be required by law for the District to provide the information to NL and/or its independent third-party evaluator contemplated by this Article IV.

4.5 Upon a written request by the District, NL will provide the District with a copy of any final, publicly available research study created pursuant to this Article IV.

Article V. Operation Of Program.

5.1 The District shall designate the Senior Level Designee, who shall meet with the NL Executive Director or his designee at least two (2) times during the School Year to discuss the coordination and implementation of this MOU.

5.2 During the Residency and for the first five (5) years following the Residency, a Senior Level Designee shall offer all New Leaders employed by the District as Principals, Assistant Principals, or Resident Principals, the opportunity to collectively meet with the Senior Level Designee at least four (4) times a year on a quarterly basis. During the Residency and for the first five (5) years following the Residency, the Superintendent shall offer all such New Leaders the opportunity to collectively meet with the Superintendent at least two (2) times a year on a semi-annual basis.

5.3 The District shall offer to the NL Executive Director the opportunity to observe and address any meeting within the District (including without limitation Cabinet meetings) at which issues relating to School Leaders are expected to be discussed.

5.4 The District acknowledges and agrees that NL staff who support Resident Principals and School Leaders may attend District meetings and professional development sessions offered to all School Leaders.

5.5 NL will provide a password-protected online learning platform on which Program Participants may upload Artifacts the Platform on which Program Participants may upload Artifacts. The District will undertake best efforts to ensure that Artifacts are not subject to any public records law applicable to District employees. The District will inform NL and Program Participants of any District regulations or other requirements for recording in District Schools, will coordinate with NL to prepare any documentation for such recording, and will assist NL and/or Program Participants in obtaining any documentation for such recording. The District acknowledges and agrees that the uploading of any Artifact to the Platform by a Program Participant is not and shall not be construed as infringement on any intellectual property right of the District, and the District hereby consents to and grants a non-exclusive, royalty-free, perpetual, sublicensable, and transferable right and license to NL and any Program Participant to upload any such Artifact to the Platform. The District further grants NL a non-exclusive, royalty-free, perpetual, sublicensable, and transferable license to reproduce, modify, edit, publish, distribute, display, create derivative works based on, and otherwise use any Artifact uploaded by a Program Participant to the Platform.

5.6 The Parties acknowledge and agree that Emerging Leaders, New Leaders, Resident Principals, School Leaders, and Mentor Principals are not at any time employees of NL. The Parties further acknowledge and agree that Emerging Leaders, New Leaders, Resident Principals, School Leaders, and Mentor Principals are not at any time jointly employed by NL and the District. The Parties further acknowledge and agree that (1) NL cannot, and has no legal right to, at any time hire or otherwise determine any Emerging Leader's, New Leader's, Resident Principal's, School Leader's, or Mentor Principal's employment by the District; (2) NL cannot, and has no legal right to, at any time pay any Emerging Leader's, New Leader's, Resident Principal's, School Leader's, or Mentor Principal's wages, salary, or benefits of any kind; (3) NL cannot, and has no legal right to, at any time supervise or control any Emerging Leader, New Leader, Resident Principal, School Leader, or Mentor Principal during the course of that individual's employment by the District; (4) NL cannot, and has no legal right to, terminate any Emerging Leader, New Leader, Resident Principal, School Leader, or Mentor Principal from that individual's employment by the District; and (5) NL's regular business does not at any time extend to the operation of District Schools.