

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	20-0759
Introduction Date	5/13/20
Enactment Number	20-0635
Enactment Date	5/13/2020 lf



# Memo

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent  
Sondra Aguilera, Chief Academic Officer

**Board Meeting Date** May 13, 2020

**Subject** Services Agreement  
Contractor: New Leaders, Inc.  
Services For: Oakland Unified School District

**Action Requested and Recommendation** Approval by the Board of Education of a No-Cost Services Agreement between the District and New Leaders, Inc., New York, NY, for the latter to provide professional development program services through its Emerging Leaders Program, increasing student achievement through school leadership for the 2019-2020 school year; a staff person to serve as the programmatic point of contact for participants; define the program timelines according to program circumstances; differentiate the programs to meet local needs, participant learning styles and experience, and school content; review feedback provided through the programs and use it to inform program improvement; support participants in their leadership growth and development as set forth herein; development as set forth herein; develop the content of the programs using content from New Leaders' programmatic library, modify and update it, via the Continuous School Improvement Department, for the period August 1, 2019 through June 30, 2020, at no cost to the District.

**Background** New Leaders, Inc. Emerging Leaders Program provides on-the-job training that prepares teacher leaders, coaches, and/or assistant principals to boost achievement across multiple classrooms - with a focus on seeing results during the training year. Emerging Leaders combines intensive study with job-embedded coaching as participants lead a team of teachers to elevate instruction and achievement. Program participants who successfully complete the program may have opportunity to participate in New Leaders' Aspiring Principals program in the following year.

**Competitively Bid** Was this contract competitively bid? No  
If no, exception: New Leaders, Inc. will seek philanthropic funding to support the cost of operating the services, at no cost to the District.

**Fiscal Impact** Funding resource(s): No Fiscal Impact to District

**Attachments**

- Services Agreement

## Execution Version

### SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of **August 1, 2019** (the "Effective Date") between New Leaders, Inc., located at 30 West 26th Street, 10th Floor, New York, NY 10010 ("New Leaders"), and **Oakland Unified School District**, located at 1000 Broadway, Suite 680, Oakland, CA 94607 ("District") (together the "Parties" and each a "Party").

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

WHEREAS District is a school district formed and existing under the laws of the state of California;

WHEREAS District is engaging New Leaders to provide services related to professional development of District school leaders through New Leaders' proprietary programs;

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") to certain school leaders ("Program Participants"). 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, and will comply with District's policies and procedures pertaining to third-party consultants in all material respects to the extent it is informed of such policies and procedures by District. New Leaders may use consultants and other subcontractors to provide the Services without prior approval by District. While New Leaders will attempt to comply with District's requests for specific individuals to perform the Services, 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, 2020 unless earlier terminated as provided herein, and shall include the school year 2019-20.

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. The Parties acknowledge and agree that New Leaders shall seek philanthropic funding to support the cost of operating the Services, which are provided at no cost to the District. If New Leaders does not obtain funding sufficient to operate the Services, as determined in New Leaders' sole discretion, it may terminate this Agreement pursuant to Section 11 below. The District agrees to support and cooperate with New Leaders' efforts to obtain philanthropic funding to support the cost of operating the Services, which may include, but are not limited to, attending donor meetings or providing information in a timely manner to support grant requests.

5. Confidentiality.

a) "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.

b) Each Party acknowledges that, through the performance of the Services, it may have access to Confidential Information. Confidential Information provided by one Party to the other includes but is not limited to any materials marked as confidential by the Party providing the 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. Notwithstanding the foregoing, the Receiving Party may retain copies of the Confidential Information to the extent required by law or for auditing purposes, or to the extent such copies are electronically stored in accordance with the party's record retention or backup policies, so long as the Confidential Information is kept confidential in accordance with this Agreement. 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.

a) 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.

- b) District employees participating in the Services (“Participants”) may receive copies of New Leaders’ proprietary tools, job aids, handouts, or similar materials with ongoing practical application (collectively, “Tools”) as part of their participation. Participants will receive a limited license, as set forth on the Tools, to use the Tools for purposes of their work in District and for their personal and professional development. “Tools” does not include curriculum or instructional material prepared by New Leaders to deliver the Services.

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. 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.

a) New Leaders hereby agrees to indemnify, hold harmless, and defend District 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 New Leaders, except for Claims arising out of the recklessness or willful misconduct of District. District will give New Leaders prompt notice of any claim asserted against it on the basis of which 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 Leaders' total liability for all damages arising from or relating to the Services or this Agreement shall be limited to the amount of twenty thousand dollars (\$20,000.00).

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; (c) by either Party, at its option, at any time, for any reason, or no reason whatsoever, upon thirty (30) days notice to the other Party; or (d) by New Leaders, at its option, at any time, in the event that New Leaders does not receive sufficient funding, as determined in New Leaders' sole discretion, to support the Services, effective upon the date set forth in the notice of termination. 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. 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 16 (Miscellaneous).

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

13. Program Operations.

- a) New Leaders shall:
  - i. Provide a staff person to serve as the programmatic point of contact for participants;
  - ii. Define the program timelines according to program circumstances;
  - iii. Differentiate the programs to meet local needs, participant learning styles and experience, and school context, as determined in New Leaders' sole discretion;
  - iv. Review feedback provided throughout the programs and use it to inform program improvement;
  - v. Support participants in their leadership growth and development as set forth herein;
  - vi. Develop the content of the programs using content from New Leaders' programmatic library and modify and update it at any time in New Leaders' sole discretion; and
  - vii. Deliver the programs as set forth herein.
- b) To support the program, District's responsibilities are to:
  - i. Coordinate with New Leaders to identify a mutually acceptable implementation calendar prior to program kick-off;

- ii. Provide New Leaders at least thirty (30) days' notice of any proposed cancellations or changes in the implementation calendar and work with New Leaders to identify mutually acceptable alternative implementation dates;
- iii. Review and provide comments on session materials reasonably in advance of each session to allow New Leaders to make appropriate revisions; comments shall be consolidated through one District point of contact and shall result in one round of revisions by New Leaders;
- iv. Engage in monthly, or as needed, check-ins with New Leaders to ensure delivery of Services aligns with District's expectations;
- v. Engage in planning meetings with New Leaders, as needed;
- vi. Establish agreements with New Leaders around outcomes for participants around practice as a result of these programs;
- vii. Cooperate with New Leaders to develop program metrics for both Parties' evaluation purposes and to assess progress against those metrics;
- viii. Coordinate logistics for all in-person sessions, including ensuring meeting space, technology needs, catering, and other set-up are available;
- ix. Provide information regarding District's strategies, frameworks, and expectations to inform design and delivery of the programs;
- x. Respond to New Leaders' inquiries and updates in a reasonably timely manner;
- xi. Make available to New Leaders certain data regarding participants for programmatic purposes or research and evaluation purposes; and
- xii. Fulfill other responsibilities as set forth herein.

14. Program Specifications.

a) At least three (3) months prior to the expiration of this Agreement, New Leaders and District's Superintendent or Superintendent's designee shall discuss the potential for renewal of this Agreement for one (1) or more additional school years, with the goal that any renewal of the Agreement be accomplished before the completion of the school year 2019-20. The Superintendent or Superintendent's designee shall meet with New Leaders no fewer than two (2) times during each school year covered by this Agreement to discuss the coordination and implementation of this Agreement.

b) The Parties agree that all communications relating to the day-to-day activities of the Services shall be exchanged between the respective representatives of the District and New Leaders as designated herein, or their respective successors as applicable. Once so designated, each Party's representative shall coordinate communications and processes as needed for the purposes of conducting the Services set forth in this Agreement, as well as the process for routine or administrative communications. A Party may change its representative by providing notice to the other Party. For New Leaders, the contact

shall be Executive Director, Program Implementation. For District, the contact shall be the \_\_\_\_\_.

15. Program Evaluation. For research purposes, New Leaders may request from District, and District shall, at no cost to New Leaders, to the extent allowed by law and as soon as possible upon request:

a) Make available to New Leaders 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, principal 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.

b) Make available to New Leaders other data reasonably requested by New Leaders concerning any Program Participants.

c) Cooperate with New Leaders' efforts to conduct surveys, observations, and/or interviews of staff at all District schools.

The Parties will cooperate to execute any further written agreement that may be required by law for the District to provide the information to New Leaders contemplated by this section.

16. 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. The parties agree to submit to the personal and exclusive jurisdiction of the courts located within the Alameda County in California. 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) Amendments. This Agreement may not be amended or modified except by a written instrument signed by all the Parties hereto. However, minor modifications (“Minor Modifications”) may be made by New Leaders and District representatives as described herein. Minor Modifications are changes to the Agreement that: (a) do not change the intent of this Agreement or the inherent qualities of the Services; (b) do not increase the total cost of the Services; and (c) afford New Leaders at least one (1) month prior notice before Minor Modification takes effect, including but not limited to any modification to the delivery schedule for Services. All such Minor Modifications to this Agreement must be recorded in writing and placed on file with this Agreement.

(h) Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. The use of the word “including” in this Agreement shall be by way of example rather than by limitation.

(i) No Third-Party Beneficiaries. The Parties agree that there are no third-party beneficiaries of this Agreement.

(j) Binding Effect. This Agreement shall be binding upon, and shall inure to the benefit of, New Leaders and District and their respective legal representatives, predecessors, beneficiaries, successors, controlling persons, affiliates, subsidiaries, parents, assigns, officers, directors, employees, and agents.

(k) Authorization To Sign. Each person signing this Agreement represents and warrants that they are authorized to the fullest extent of the law to sign and bind in the capacity provided for herein.

(l) 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.  
30 West 26<sup>th</sup> Street, 10<sup>th</sup> Floor  
New York, NY 10010  
legalteam@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.

OAKLAND UNIFIED SCHOOL DISTRICT





By: Laura B. Kadetsky  
Title: General Counsel, Chief Technology  
Solutions Officer & Secretary

Date: 1/10/2020



By: Jody London  
Title: President, Board of Education

Date: 5/14/2020



Kyla Johnson Trammell  
Secretary, Board of Education

5/14/2020



Josh Daniels  
General Counsel  
April 13, 2020  
Approved as to form

## Exhibit A

### *Scope of Work*

#### **Emerging Leaders Program**

##### ***Program Overview***

Emerging Leaders provides on-the-job training that prepares teacher leaders, coaches, and/or assistant principals to boost achievement across multiple classrooms – with a focus on seeing results during the training year. Emerging Leaders combines intensive study with job-embedded coaching as participants lead a team of teachers to elevate instruction and achievement. Program Participants of Emerging Leaders who successfully complete the program may have opportunity to participate in New Leaders’ Aspiring Principals program in the following year.

##### ***Program Outcomes***

Emerging Leaders’ outcomes are to train transformational leaders who:

- build a culture of collective efficacy and positively impact instructional practice by maintaining a focus on rigor, high expectations, growth, and achievement for all;
- utilize coaching practices that inspire change in teachers' instruction by leading them to align and implement high leverage strategies;
- demonstrate personal leadership by employing reflective practices while building and encouraging strong, trusting relationships through the application and modeling of appropriate and effective communication strategies;
- positively impact the Data Driven Instruction (“DDI”) culture in schools by ensuring laser-like focus on teaching, learning, and increasing achievement and growth for all students; and
- build capacity, in their team members, by strategically leveraging relationships while observing, supporting and coaching them towards success and holding them accountable to a vision of excellence for all students.

##### ***Program Components***

###### *1. Recruitment and Selection of EL Participants.*

a. The Parties will work together to identify and recruit teacher leaders, coaches, and/or assistant principals with the potential to become school leaders who are employed by the District for participation in Emerging Leaders as described herein. To facilitate the selection of EL Participants, according to a timeline set by New Leaders, the District will provide New Leaders the names and contact information for recommended candidates who meet District and New Leaders program eligibility requirements, send District representatives to attend New Leaders recruitment events, and champion recruitment events through communication from District leaders.

b. Prior to the start of Emerging Leaders in the school year, New Leaders will select a class of EL Participants. New Leaders has sole discretion over the selection of EL Participants, including selection criteria. If New Leaders does not select any District employee as an EL Participant in the school year, then the Parties shall be released from their obligations in this Agreement related to Emerging Leaders in the school year.

###### *2. Learning Cycle.*

a. New Leaders’ Learning Cycle is outlined in paragraph 2 above.



g. Regular coaching sessions: New Leaders shall provide approximately ten (10) to twelve (12) hours of coaching, in a blended model of in-person, virtual, and telephone conversations, to each EL Participant over the course of the year. Each EL Participant is assigned a New Leaders staff member who provides such coaching to help customize the program to build on the EL Participant's daily duties and address unique local challenges.

h. Surveys: Participants and their supervisors shall complete feedback surveys for New Leaders to gather data and drive program improvement.

- Participant surveys include:

1. End of session surveys - gather feedback regarding session and web-based tutorial quality
2. Coaching surveys - gather feedback regarding quality of coaching provided by New Leaders
3. Mid-year survey - distributed at midpoint in year to gather overall feedback on how various components of Emerging Leaders are supporting participant growth and learning as leaders
4. End-of-year survey - distributed at the end of the program year to gather overall feedback on how various components of Emerging Leaders supported participant growth and learning as leaders

- Supervisor survey - gather the EL Participant's supervisor's feedback regarding program quality and implementation

i. Assessments: New Leaders will conduct assessments and/or evaluations of each EL Participant to measure his/her knowledge and application of key program concepts ("EL Assessments"). The Parties acknowledge and agree that the EL Assessments will be confidential to New Leaders and the EL Participant, unless further agreed by the Parties, provided that New Leaders will share high-level progress reports on each EL Participant with the District at least once during the school year. New Leaders may, in its sole discretion, determine the content and standards of each EL Assessment and whether an EL Participant has met the standards of an EL Assessment. The Parties acknowledge and agree that EL Assessments are not part of any reviews or other evaluations that the District may conduct of an EL Participant as an employee in any capacity, and that New Leaders shall bear no responsibility for any employment action that District may take concerning such employee. Assessments include:

- Entry Assessment: To provide baseline data on each EL Participant's instructional knowledge.

- Learning Meetings: Three (3) meetings over the school year in which EL Participants meet one-on-one formally with their assigned New Leaders staff member to track progress toward goals for student growth and reflect on practice.

- Assignments: There are twelve (12) assignments over the school year, which may include, but are not limited to, analyses, video submissions, written reflection for measurement against proficiency standards, and/or submission of artifacts or examples of the EL Participant's

school-based work, such as anonymous student work, (“Artifacts”) as evidence. Assignments are standard for the program and will not be modified for District context.

j. School-based Observations: EL Participants will coordinate with New Leaders to provide opportunities for school-based observations, surveys, or consultation with other educators, to occur as determined by New Leaders.

***District’s Responsibilities.***

Ensure that each EL Participant has:

- The ability to lead a consistent team of at least two teachers (“Team”) focused on improving student achievement and teacher effectiveness;
- The ability to facilitate data team meetings using student achievement data;
- The ability to conduct professional development with the Team;
- Common planning time for the EL Participant and the Team to meet together at least bi-weekly;
- Access to interim assessment results for students of teachers on the Team;
- Permission to video his/her work with the Team to share via New Leaders’ learning management system (“the Platform”);
- The ability to request written permission from teachers on the Team to include them in videos of the EL Participant’s work with the Team and to share the videos via the Platform;
- The ability to and accommodations for the EL Participants informally to observe and give feedback on the instruction of teachers on the Team, which may include classroom visits or team meetings;
- The ability to share anonymously the work of the EL Participant’s students or of the students of the teachers on the Team with other participants in Emerging Leaders and New Leaders;
- The ability to receive on-site coaching from New Leaders during the school day, which may include New Leaders observing the EL Participant’s school-based practice; and
- The ability to use certain New Leaders-provided tools in their school sites.

Ensure that each principal of a school where one or more EL Participants work will

- Participate in Emerging Leaders orientation session;
- and
- Respond to New Leaders’ inquiries and updates in a reasonably timely manner;
  - Encourage each principal of a school where one or more EL Participants work to meet with each EL Participant on a regular basis (approximately 30 - 45 minutes once per month during the program year) to

keep informed about the work the EL Participant does in the program and provide support to program participation;

- Encourage each matriculated EL Participant to commit to remaining in Emerging Leaders for the full school year;
- Inform New Leaders of any District regulations or requirements for recording in District, coordinate with New Leaders to prepare any documentation for such recording, and assist EL Participants in obtaining any documentation for such recording;
- Respond to New Leaders' inquiries and updates in a reasonably timely manner; and
- Complete other responsibilities as set forth herein.

### **Aspiring Principals Program – Induction**

New Leaders will provide ongoing support (“post-Residency support”) to Aspiring Principals participants (“AP-R Participants”) who successfully completed the Residency portion (“Residency Year”) of the Aspiring Principals program during school year 2018-19 and remain in good standing with New Leaders as determined by New Leaders and who are working as school leaders after the Residency Year. Such ongoing support may include induction support, diagnostic toolkits, action plans, professional development modules, networks of other New Leaders’ program participants, local summits, or other support. New Leaders has sole responsibility for the post-Residency support, including costs, curriculum, coursework, instructors, and evaluations. New Leaders 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.

### ***Platform***

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 District, and District hereby consents to and grants a non-exclusive, royalty-free, perpetual, sublicensable, and transferable right and license to New Leaders and any Program Participant to upload any such Artifact to the Platform. The District further grants New Leaders 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.

### ***District’s Employment Actions***

The Parties acknowledge and agree that New Leaders has no authority to hire any Program Participant as an employee of the District or to terminate any Program Participant’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 Program Participant. Should the District transfer any Program Participant, it shall use best efforts to transfer the Program Participant to a position in which the Program Participant can continue to fulfill the requirements of the applicable program.

### ***Program Dismissal***

The Parties acknowledge and agree that New Leaders may remove a Program Participant from any 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.

***Lack of Employment Relationship***

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