

Board Office Use: Legislative File Info.	
File ID Number	20-1094
Introduction Date	6/24/20
Enactment Number	20-0995
Enactment Date	6/24/2020 lf



# Memo

**To** Board of Education

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

**Board Meeting Date** June 24, 2020

**Subject** Necessary COVID-19-Related Contract Amendment – Leading Educators

**Action** Approval by the Board of Education of an amendment, necessary in light of the COVID-19 pandemic and the shelter-in-place orders, to the attached contract with Leading Educators, New Orleans, LA (“vendor”).

**Background** On Friday, March 13, 2020 at 6:00pm, OUSD ceased in-person instruction at all OUSD school sites. Subsequently, OUSD cancelled in-person instruction for the remainder of the school year.

The Alameda County Public Health Officer issued a number of shelter-in-place orders that prohibited non-essential work and travel. These effectively prohibited, among other things, non-essential work and travel as well as in-person instruction at all OUSD school sites.

The Governor issued a series of Executive Orders that directed “all individuals living in the State of California to stay home or at their place of residence.” As with the orders by the Alameda County Public Health Officer, these Executive Orders also prohibited non-essential work and travel as well as in-person instruction at all OUSD school sites.

The result of these actions is that many vendors are not able to perform the services as described in the original scope of work.

**Discussion** The proposed amendment would, among other things, modify the scope of work to enable the vendor to provide the services described in the original contract by any means that are consistent with COVID-19-related local, state, and federal orders (including providing the services virtually),

as long as OUSD agrees in writing. The proposed amendment also adds the requirement for more information to be provided in an invoice.

**Fiscal Impact**

None – this amendment simply enables existing budgets services to be provided in light of the COVID-19 pandemic and the shelter-in-place orders

**Attachment**

Original No-Cost MOU  
Necessary COVID-19-Related Contract Amendment – [Leading Educators]

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	20-1094
Introduction Date	6/24/20
Enactment Number	20-0995
Enactment Date	6/24/2020 lf



# Memo

**To** Board of Education  
**From** Kyla Johnson-Trammell, Superintendent  
 Wesley Jacques, Executive Director, Academics and Instructional Innovation Dept.

**Board Meeting Date** June 24, 2020

**Subject** Memorandum of Understanding  
 Contractor: Leading Educators  
 Services For: Wesley Jacques, Executive Director, Academics and Instructional Innovation

**Action Requested and Recommendation** Ratification \_\_\_\_\_ by the Board of Education of Memorandum of Understanding between the District and Leading Educators, New Orleans, LA \_\_\_\_\_, for the latter to provide support for OUSD to develop it's 3 year English Language Arts curriculum strategy and implementation plan including curriculum selection process; professional learning design; 3-year budget; funder outreach and engagement; change management and stakeholder engagement; central office alignment plan; and self-assessment of District and school conditions that support implementation.

for the period of March 1, 2020 through June 30, 2020, at no cost to the District.

**Background**

*(Why do we need these services? Why have you selected this vendor?)*

As a component of OUSD's Instructional Focus Plan and LCAP, the District has committed to providing all teachers and students access to high-quality standards-based curriculum within 3 years. In English Language Arts, gaps currently exist between core curriculum and the demands of the Common Core Standards and many teachers lack training to effectively use instructional materials. To ensure effective implementation, OUSD is phasing the implementation of new curricula at elementary, middle and high school and providing foundational teacher PD, monthly professional learning, and on-site coaching for principals and teacher leaders. For example, over half of elementary schools will be transitioning to new curricula in 2021. The Shusterman Foundation has been a partner in supporting this critical work and has committed to fund an experienced organization to support with the planning and implementation. OUSD released a request for qualifications in January, convened a committee to review proposals in February, and selected Leading Educators due to their curriculum-embedded professional learning design and history of success improving learning outcomes in large, urban districts. Scusterman is directly funding Leading Educators so there will be no cost to the District.

The following are the costs to parents or students (if applicable):  
 None

**Competitively Bid** Was this contract competitively bid? No. Exception: No fee for services; in kind partnership.

**Fiscal Impact** Funding resource(s): No fiscal impact

**Attachments**

- Memorandum of Understanding, Satement of qualification, TB Wariver, Scope of Work

Board Office Use: <b>Legislative File Info.</b>	
File ID Number	20-1094
Introduction Date	6/24/20
Enactment Number	20-0995
Enactment Date	6/24/2020 lf



**OAKLAND UNIFIED  
SCHOOL DISTRICT**  
*Community Schools, Thriving Students*

## MEMORANDUM OF UNDERSTANDING (NO COST) 2019-2020

This MEMORANDUM OF UNDERSTANDING (MOU) is entered into between Oakland Unified School District (OUSD) and Leading Educators (CONTRACTOR) and. The CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD (or students or parents unless otherwise agreed upon by both parties).

The parties agree as follows:

- Site Name(s):** Unless otherwise further agreed to in writing by the parties, the School Sites governed by this MOU are the following (attach separate document if more space is needed):

Department of Academics and Instructional Innovation

- Services:** CONTRACTOR shall provide the services ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.

- Term:** The term of this MOU shall be from March 1, 2020 to June 30, 2020, not to exceed three years from the start date.  

[mm/dd/yyyy]
[mm/dd/yyyy]

- Compensation:** CONTRACTOR's services or program described in this MOU will be provided at no cost to OUSD. The following are all costs to parents or students (if applicable):

None

- CONTRACTOR Qualifications / Performance of Services:**

- CONTRACTOR Qualifications:** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services identified in this MOU in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and/or regulations, as they may apply. A description of CONTRACTOR'S organization with evidence of relevant experience is attached as **Exhibit "B":** Statement of Qualifications.

- Expectations or Goals of Program's Services:** The following checked items are in agreement with CONTRACTOR'S program's services:

- Develop student's social health/skills
- Develop student's emotional health
- Develop student's physical health
- Develop student's cognitive and academic skills
- Create equitable opportunities for learning
- Ensure, maintain, or support high quality and effective instruction
- Prepare students for success in college and careers
- Help ensure, create, and/or sustain safe, healthy and supportive schools
- Help create full service community schools in OUSD
- Increase graduation rates
- Other: \_\_\_\_\_

6. **Notices:** Any notice provided for in this MOU shall be in writing and effective upon receipt at the address set forth below in this section, delivered by any of the following means: personal delivery; certified mail, return receipt requested; or electronic mail. Either party may change the addresses below by giving notice of such change pursuant to this section.

**DISTRICT:**

Contact: General Counsel  
Address: Office of the General Counsel  
1000 Broadway, Suite 300  
Oakland, CA 94607  
Phone: 510-879-8535  
Fax: 510-879-4046  
Email: ousdlegal@ousd.org

**CONTRACTOR:**

Contact: David Sigler  
Title: Managing Director of Partnerships  
Address: 1824 Oretha Castle Haley Blvd, New Orleans, LA 70113  
Phone: 401.440.7704  
E-mail: dsigler@leadingeducators.org

OUSD Sponsoring Department: Wesley Jacques, Executive Director, Academics and Instructional Innovation

7. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this MOU, shall be and act as an independent contractor. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of OUSD, and are not entitled to benefits of any kind or nature normally provided employees of OUSD and/or to which OUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State, and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work, OUSD being interested only in the results obtained.

8. **Insurance:**

Unless specifically waived by OUSD, the following insurance is required:

1. If CONTRACTOR employs any person to perform work in connection with this MOU, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.
2. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage, with limits of at least One Million Dollars (\$1,000,000) per occurrence for corporal punishment, sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of the MOU (and within 15 days of each new policy year thereafter during the term of this MOU). Evidence of insurance must be attached. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. The policy shall protect CONTRACTOR and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.
3. If CONTRACTOR is offering OUSD professional advice under this Contract, CONTRACTOR shall maintain Errors and Omissions insurance or Professional Liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

**OR**

CONTRACTOR is not required to maintain any insurance under this MOU. (Completed and approved Waiver of Insurance Form is required from OUSD's Risk Management.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

9. **Communication:** CONTRACTOR agrees to communicate with School(s) and OUSD staff, both formally and informally, to ensure, to the best of the program's ability, that the CONTRACTOR'S services are aligned with the School(s) and OUSD's mission and objectives and are adequately meeting student's needs. At the request of School(s) or OUSD staff, CONTRACTOR shall provide reasonable data and information to students participating in the CONTRACTOR's program.
10. **Assignment:** The rights and obligations of CONTRACTOR under this MOU shall not be assigned without the express prior written consent of OUSD.
11. **Non-Discrimination:** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and OUSD policy. In addition, CONTRACTOR agrees to require like compliance by all its subcontractor(s). CONTRACTOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived; race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.

12. **Waiver:** No delay or omission by either party in exercising any right under this MOU shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the MOU.
13. **Termination/Amendment:** Either party may terminate this MOU at any time, without cause, with 30 days written notice to the other party. This MOU may be amended by mutual consent of the parties. All amendments must be in writing and signed by both parties.
14. **Responsibilities of CONTRACTOR:**

1. **Tuberculosis Screening:** CONTRACTOR is required to screen employees who will be working at OUSD sites for more than six hours. CONTRACTOR agents who work with students must submit to a tuberculosis risk assessment as required by Education Code 49406 within 60 days prior to working with students. If tuberculosis risk factors are identified, CONTRACTOR agents must submit to an intradermal or other approved tuberculosis examination to determine that he/she is free of infectious tuberculosis. If the results of the examination are positive, the CONTRACTOR agent shall obtain an x-ray of the lungs. At his/her discretion, CONTRACTOR agent may choose to submit to the examination instead of the risk assessment.
2. **Fingerprinting of Employees and Agents:** The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to CONTRACTOR's services under this MOU. CONTRACTOR certifies its compliance with these provisions as follows:

CONTRACTOR certifies that CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by OUSD, or acting as independent contractors of CONTRACTOR, who may have contact with OUSD pupils in the course of providing services pursuant to the MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1.

CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviews subsequent arrest records for all Employees who may come into contact with OUSD pupils in providing services to the District under this MOU.

In the event that OUSD, in its sole discretion, at any time during the term of this MOU, desires the removal of any CONTRACTOR related person, employee, representative or agent from any OUSD school; site; and/or property, CONTRACTOR shall immediately, upon receiving notice from OUSD of such desire, cause the removal of such person or persons.

3. **Required Documents re Tuberculosis and Fingerprinting:**

CONTRACTOR CANNOT commence the services agreed to in this MOU until it has submitted the following documents (in addition to the insurance document noted above):

- i. **TB and Fingerprinting Clearance:**

**Contractor (Individual):**

- Submit clearance letter from authorized agency verifying individual has been Fingerprinted/Criminal Background Checked for this current fiscal year. Additionally, please provide documentation from health care provider showing clearance from the tuberculosis risk assessment or negative TB status of individual within the prior 60 days.

**Contractor (Agency):**

- Attach clearance letter from Agency/Community-Based Organization/Non-Profit Organization on agency letterhead verifying all personnel, including subcontractors, have been Fingerprinted/Criminal Background Checked and have TB clearance for this current fiscal year and signed by authorized personnel.

15. **No Rights in Third Parties:** This MOU does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
16. **Limitation of OUSD Liability:** In no event shall OUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this MOU for the services performed in connection with this MOU.
17. **Confidentiality:** CONTRACTOR and all CONTRACTOR's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. CONTRACTOR understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this MOU. Contractors will be permitted access to student data only where permissible under state and federal law and only after executing OUSD's Confidentiality Agreement Regarding Student Data.
18. **Family Education Rights and Privacy Act:** CONTRACTOR shall observe all District policies and regulations, and state and federal laws, including the Family Education Rights and Privacy Act of 1974, commonly known as FERPA, related to the confidentiality of pupil and personnel records. A separate Data Sharing Agreement is required if CONTRACTOR seeks identifiable student information.

19. **Register With/Update Enrichment Provider database:** In order to maintain accurate up-to-date information on the services provided, CONTRACTOR shall register in OUSD's Enrichment Provider database, update program information and schools during the school year when CONTRACTOR's programs and schools change midyear, and update program information and schools prior to commencing services during subsequent school years.
20. **Conflict of Interest:** CONTRACTOR shall abide by and be subject to all applicable OUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any OUSD employee to perform the services in this MOU, and affirms that to the best of its knowledge no such conflict presently exists. CONTRACTOR agrees to alert OUSD in writing if and when a potential conflict arises.
21. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
22. **Severability:** If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
23. **Provisions Required By Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this MOU shall be deemed to be inserted herein and this MOU shall be read and enforced as though it were included therein.
24. **Captions and Interpretations:** Section and paragraph headings in this MOU are used solely for convenience and shall be wholly disregarded in the construction of this MOU. No provision of this MOU shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this MOU shall be construed as if jointly prepared by the Parties.
25. **Copyright/Trademark/Patent/Ownership:** CONTRACTOR understands and agrees that all matters produced under this MOU shall become the property of OUSD and cannot be used without OUSD's express written permission. OUSD shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matter in the name of OUSD (specifically excluding any underlying pre-existing intellectual property). OUSD may, with CONTRACTOR's prior written consent, use CONTRACTOR's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by CONTRACTOR or its Sub-CONTRACTORS in connection with the Services performed under this MOU. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD.
26. **Litigation:** This MOU shall be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this MOU.
27. **Incorporation of Recitals and Exhibits:** Any recitals and exhibits attached to this MOU are incorporated herein by reference. CONTRACTOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this Professional Services Contract, the terms and provisions of this Professional Services Contract shall govern.
28. **Integration/Entire Agreement of Parties:** This MOU constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This MOU may be amended or modified only by a written instrument executed by both Parties.
29. **Drug-Free / Smoke Free Policy:** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on OUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to use drugs on these sites, including at these School(s).
30. **Counterparts:** This MOU and all amendments and modifications to it may be executed in counterparts, and all counterparts together shall be construed as one document.
31. **Signature Authority:** Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each Party has been given the proper authority and empowered to enter into this MOU.
32. **Indemnification:** To the furthest extent permitted by California law, CONTRACTOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of or in any way related to the performance of this MOU. CONTRACTOR also agrees to hold harmless, indemnify, and defend the Indemnified Parties from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR arising out of or in any way related to the performance of this MOU. CONTRACTOR shall, to the fullest extent permitted by California law, defend the Indemnified Parties at CONTRACTOR's own expense, including attorneys' fees and costs, and OUSD shall have the right to accept or reject any legal representation that CONTRACTOR proposes to defend the Indemnified Parties. This provision survives termination of this MOU.

- 33. **Contract Publicly Posted:** This contract, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
- 34. **Contract Contingent on Governing Board Approval:** OUSD shall not be bound by the terms of this MOU until it has been formally approved by OUSD's Governing Board, and no payment shall be owed or made to CONTRACTOR absent that formal approval. This MOU shall be deemed approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.

**OAKLAND UNIFIED SCHOOL DISTRICT**



6/25/2020

- President, Board of Education
- Superintendent
- Chief or Deputy Chief

Date



6/25/2020

Secretary, Board of Education

Date

**CONTRACTOR**



David Sigler (May 12, 2020)

May 12, 2020

Contractor Signature

Date

David Sigler, Managing Director of Partnership  
Print Name, Title

Form approved by General Counsel Office for 2019-20 FY



## EXHIBIT "A" SCOPE OF WORK

[IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES MAY BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

- 1. Description of Services to be Provided and Specific Expected Outcomes:** Provide a description of the program(s) and service(s) the contractor will provide. Be specific about what program(s) and service(s) will be provided to OUSD and what *this* Contractor will do.

Attached is the scope of work.

## EXHIBIT "B" STATEMENT OF QUALIFICATIONS

1. **Description of Organization and Relevant Experience:** For individual consultants, a resume is sufficient. Attach a separate document if more space is needed.






# LeadingEducators\_No Cost MOU Packet 19-20 fillable

Final Audit Report

2020-05-12

Created:	2020-05-11
By:	Naureen Ali (nali@leadingeducators.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcgJBPDqskYDJIXv9eiwltLw1TIhdQrjJ

## "LeadingEducators\_No Cost MOU Packet 19-20 fillable" History

-  Document created by Naureen Ali (nali@leadingeducators.org)  
2020-05-11 - 8:19:39 PM GMT- IP address: 70.230.103.190
-  Document emailed to David Sigler (dsigler@leadingeducators.org) for signature  
2020-05-11 - 8:20:49 PM GMT
-  Email viewed by David Sigler (dsigler@leadingeducators.org)  
2020-05-12 - 6:17:09 PM GMT- IP address: 74.97.182.156
-  Document e-signed by David Sigler (dsigler@leadingeducators.org)  
Signature Date: 2020-05-12 - 6:17:50 PM GMT - Time Source: server- IP address: 74.97.182.156
-  Signed document emailed to David Sigler (dsigler@leadingeducators.org) and Naureen Ali (nali@leadingeducators.org)  
2020-05-12 - 6:17:50 PM GMT

# Leading Educators: Statement of Qualifications

## OUSD MOU Attachment

For schools and districts striving to close the achievement gaps that impact low-income students and students of color, Leading Educators is a professional development partner that uses standards-based methodologies to foster high-quality and bias-free teaching for all students. We collaborate with districts to co-create and implement instruction-focused, school-based professional learning led by teacher leaders. Since our launch in 2008, we have supported educators in over a dozen school districts. This year, Leading Educators' work has reached 700 teachers in service of 49,000 students.

Leading Educators supports a diverse teacher and school leader population. Currently, 60% of teacher leaders identify as people of color, compared to 29% of teachers in urban schools nationally. 50% identify as African American and 6% as Latino. Among our school leaders, 60% identify as people of color, compared to 37% of school leaders in urban schools nationally. 52% identify as African American and 5% as Latino. These numbers outpace the national averages and are important as we live into our organizational value of equity.

As noted by the headline of a Forbes article about Leading Educators, "Meet the Nonprofit Disrupting the Multibillion-A-Year Teacher Professional Development Industry", Leading Educators is disrupting professional development by focusing on job-embedded professional learning through an equity lens. Leading Educators has designed hundreds of hours of curriculum-specific resources for team-based learning, having worked closely with schools to support the skillful use of Tier 1 curriculum in math and ELA since 2016. Our robust assessment of teacher content knowledge shows that teachers move from having lower than, or comparable content knowledge to surpassing national benchmarks in the course of participating in our program. Furthermore, teacher beliefs and mindsets shift from well-intentioned, but harmful, beliefs to those which represent higher expectations for all students, resulting in significant improvements in achievement for students of color and low-income student in particular. Leading Educators gives content leaders the right tools and coaching so children can receive high-quality instruction and the supports they need to learn.

Leading Educators has built systems of professional learning rooted in rigorous curriculum with Washington D. C. Public Schools (DCPS), Tulsa Public Schools (TPS), Detroit Public Schools Community District (CPSCD), Atlanta Public School (APS), and several districts in Grand Rapids, New Orleans, and Baton Rouge. Leading Educators has also partnered deeply with Chicago Public Schools (CPS) to pilot curriculum-specific, content teams through a federal i3 grant. The partnerships are leading to dramatically accelerated student learning and improvements in teacher practice. We currently have a full-time staff of 72 people, and a leadership team consisting of our CEO, Chief People Officer, and President, who are responsible for driving the organization's vision and strategy for the talent function as Leading Educators grows. Our leaders and staff build the capacity of leaders across the organization, and contribute to a staff culture rooted in equity and inclusion by providing opportunities for personal and professional development.



13 May 2020

**Thuydung Nguyen**  
Oakland Unified School District

---

**David Sigler**  
1824 Oretha Castle Haley Blvd.  
New Orleans, LA 70113  
(401) 440-7704  
123.456.7890  
[Dsigler@LeadingEducators.org](mailto:Dsigler@LeadingEducators.org)

To Whom It May Concern,

On behalf of Leading Educators, we welcome this opportunity to partner with Oakland Unified School District. This letter assures that all Leading Educators employees undergo a background check at the time of their hire.

Leading Educators participates in E-Verify for all new hires to meet state-level regulations and/or requirements for our funding sources. E-Verify is a system administered by the Department of Homeland Security and the Social Security Administration that allows participating employers to electronically verify the employment eligibility of their newly hired employees in the United States.

Additionally, the TB test requirement is being waived for the purposes of this MOU as we are working remotely with OUSD staff and will have no contact with OUSD students.

Please don't hesitate to reach out should you have any additional questions or concerns.

Sincerely,

David Sigler- Managing Director of Partnerships

David Sigler

[www.leadingeducators.org](http://www.leadingeducators.org)

**Signature:**   
David Sigler (May 13, 2020)

**Email:** [dsigler@leadingeducators.org](mailto:dsigler@leadingeducators.org)






# Business Letter

Final Audit Report

2020-05-13

Created:	2020-05-13
By:	Naureen Ali (nali@leadingeducators.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEELIA4I8A15OxrmnJ16NVlhyJ5AZdosf

## "Business Letter" History

-  Document created by Naureen Ali (nali@leadingeducators.org)  
2020-05-13 - 10:15:02 PM GMT- IP address: 70.230.103.190
-  Document emailed to David Sigler (dsigler@leadingeducators.org) for signature  
2020-05-13 - 10:15:24 PM GMT
-  Email viewed by David Sigler (dsigler@leadingeducators.org)  
2020-05-13 - 10:30:31 PM GMT- IP address: 107.77.195.182
-  Document e-signed by David Sigler (dsigler@leadingeducators.org)  
Signature Date: 2020-05-13 - 10:31:22 PM GMT - Time Source: server- IP address: 74.97.182.156
-  Signed document emailed to Naureen Ali (nali@leadingeducators.org) and David Sigler (dsigler@leadingeducators.org)  
2020-05-13 - 10:31:22 PM GMT

# Oakland Unified School District & Leading Educators Planning Partnership: Revised Scope of Work

Overview: Below are the revised activities associated with our scope of work between April and June 2020. Collateral highlighted in grey have been newly added based on further conversations with Shusterman and OUSD. The revised cost for Phase 1 & 2 activities and deliverables is \$95,864. This cost reflects the subtraction of travel costs and addition of new deliverables/collateral.

Phase 1 Activities: March–April	Phase 2 Activities: April – June
<p><b>ELA Curriculum Strategy: Funder Proposal</b></p> <ul style="list-style-type: none"> <li>Detailed overview of the vision for the short and long-term work of selecting and implementing a curriculum and establishing a professional learning system that can be shared with external funders</li> </ul>	<p><b>Curriculum Selection Process</b></p> <ul style="list-style-type: none"> <li>Using Instruction Partners framework, a plan that outlines the phases of curriculum selection at the district level</li> </ul>
<p><b>Budget Estimate: 3-year Plan</b></p> <ul style="list-style-type: none"> <li>Overall costs for curriculum selection and implementation as the establishment of a professional learning system</li> </ul>	<p><b>Professional Learning System Design</b></p> <ul style="list-style-type: none"> <li>Process and timeline for designing and launching content cycles and support for content teams that will ultimately implement the cycles</li> </ul>
<p><b>High-Level Implementation Plan [3 years]</b></p> <ul style="list-style-type: none"> <li>Plan that details how curriculum will be selected, purchased, and implemented and how content cycles will launch to support implementation</li> </ul>	<p><b>District and School Conditions that Support Implementation</b></p> <ul style="list-style-type: none"> <li>Outline of the research based conditions needed at both the district and school level to support the implementation of a high-quality curriculum and professional learning system.</li> <li>Self-assessment tools and a suggested timeline for how to strengthen and improve conditions over time</li> </ul>
<p><b>Funder Outreach Strategy &amp; Implementation Plan</b></p> <ul style="list-style-type: none"> <li>Strategy for how we will engage local funders to support with ensuring the district has access to high-quality curricular resources</li> </ul>	<p><b>Central Office's Role in Supporting School Conditions</b></p> <ul style="list-style-type: none"> <li>Overview of the roles and responsibilities associated with supporting a professional learning system and the conditions needed for success. This includes clear ownership over system components such as, the leadership pipeline, leadership coaching, data reviews, capacity building, and program evaluation and continuous improvement.</li> </ul>
<p><b>Change Management &amp; Stakeholder Engagement Strategy and Implementation Plan</b></p> <ul style="list-style-type: none"> <li>Detailed plan for how the district will strategically engage all stakeholders including, teachers, school leaders, coaches, central office staff, and families in the 3 year plan for implementing a high quality curriculum</li> <li>This includes consultation on branding and key messaging that can be used to ensure the work is accessible to all stakeholders</li> </ul>	<p><b>Central Office Alignment Plan</b></p> <ul style="list-style-type: none"> <li>Overview of the expected policy, personnel and/or priority shifts that may need to occur within the central office to sustain the curriculum and professional learning system long-term</li> </ul>
	<p><b>Subcontracting Strategy</b></p> <ul style="list-style-type: none"> <li>Strategy for how to engage curriculum providers</li> </ul>

**Vendor Name:** Leading Educators, Inc.

### **COVID Amendment**

This Amendment modifies the attached Agreement, incorporated herein by reference, between the Oakland Unified School District ("OUSD") and Leading Educators, Inc. ("CONTRACTOR", together with OUSD, "PARTIES").

- A. **Recitals.** Both OUSD and CONTRACTOR agree to the following recitals:
- On Friday, March 13, 2020 at 6:00pm, OUSD ceased in-person instruction at all OUSD school sites. Subsequently, OUSD cancelled in-person instruction for the remainder of the school year.
  - The Alameda County Public Health Officer issued a number of shelter-in-place orders that prohibited non-essential work and travel. These effectively prohibited, among other things, non-essential work and travel as well as in-person instruction at all OUSD school sites.
  - The Governor issued a series of Executive Orders that directed "all individuals living in the State of California to stay home or at their place of residence." As with the orders by the Alameda County Public Health Officer, these Executive Orders also prohibited non-essential work and travel as well as in-person instruction at all OUSD school sites.
- B. **Term.** Unless the term of the Agreement ends on or after August 15, 2020, the Agreement is hereby modified to authorize OUSD, at its sole discretion, to extend the term to any date up to and including August 15, 2020; provided that OUSD may only extend the term if CONTRACTOR is unable to perform under the Agreement, as modified herein, for all or part of the time that in-person instruction is prohibited. OUSD may only extend the term for the length of time that CONTRACTOR was unable to perform due to the effective prohibition against in-person instruction.
- C. **Scope of Work.** The scope of work described in the Agreement is hereby modified to enable CONTRACTOR to provide the services described in the Agreement by any means that are consistent with COVID-19-related local, state, and federal orders (including, but limited to, those referenced above in the Recitals), provided that OUSD agrees, in writing, that doing so will provide a meaningful benefit to OUSD. Only a site administrator or central office OUSD employee may give such written permission.
- D. **Invoicing.** The Agreement is modified such that, for services performed on or after March 14, 2020 and that are permitted by Paragraph C above, CONTRACTOR must first receive written permission from OUSD to invoice OUSD for such services. Only a central office OUSD employee may give such written permission; an OUSD employee assigned to a school site may not give such written permission. Any invoice submitted pursuant to this paragraph must, at a minimum, include the following for each date (on or after March 14, 2020) on which an invoiced service was performed: the date and the length of time; a description of the service performed; a description of the individual(s) who performed the service; the medium by which the service was performed (e.g., virtually); and whom at OUSD received and benefited from the service. At its discretion, OUSD may require additional information included in an invoice.



E. **Electronic Signatures.** This Amendment and all future amendments and supplements to the Agreement may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either of the parties and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom), the counterpart shall legally bind the signing party and the receiving party may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. This section constitutes a waiver by each party of the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

OAKLAND UNIFIED SCHOOL DISTRICT

CONTRACTOR

\_\_\_\_\_  
Chief or Deputy Chief      Date

  
\_\_\_\_\_  
David Sigler (May 21, 2020 17:10 EDT)      May 21, 2020  
Contractor Signature      Date

\_\_\_\_\_  
Print Name, Title

**David Sigler**  
\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Jody London      Date  
President

\_\_\_\_\_  
Kyla Johnson-Trammell      Date  
Secretary

*Previously approved as to form by OUSD General Counsel*






# COVID Amendment

Final Audit Report

2020-05-21

Created:	2020-05-21
By:	Naureen Ali (nali@leadingeducators.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAI74cKGRNMT vsRMgknP1MBbCVL3E_RFIq

## "COVID Amendment" History

-  Document created by Naureen Ali (nali@leadingeducators.org)  
2020-05-21 - 8:31:11 PM GMT- IP address: 70.230.103.190
-  Document emailed to David Sigler (dsigler@leadingeducators.org) for signature  
2020-05-21 - 8:31:47 PM GMT
-  Email viewed by David Sigler (dsigler@leadingeducators.org)  
2020-05-21 - 9:10:12 PM GMT- IP address: 74.97.182.156
-  Document e-signed by David Sigler (dsigler@leadingeducators.org)  
Signature Date: 2020-05-21 - 9:10:27 PM GMT - Time Source: server- IP address: 74.97.182.156
-  Signed document emailed to Naureen Ali (nali@leadingeducators.org) and David Sigler (dsigler@leadingeducators.org)  
2020-05-21 - 9:10:27 PM GMT