

<b>Board Office Use: Legislative File Info.</b>	
File ID Number	13-0460
Introduction Date	3-27-13
Enactment Number	13-0565
Enactment Date	3/27/13 <i>o.d.</i>



**OAKLAND UNIFIED SCHOOL DISTRICT**

*Community Schools, Thriving Students*

# Memo

**To** The Board of Education  
**From** Tony Smith, Ph.D., Superintendent  
 By: Maria Santos, Deputy Superintendent, Instruction, Leadership & Equity-in-Action  
 Vernon Hal, Deputy Superintendent, Business & Operations

**Board Meeting Date**  
*(To be completed by Procurement)* 3/27/13

**Subject** Professional Services Contract -  
New Leaders, Inc San Francisco CA (contractor, City State)  
Leadership, Curriculum & Instruction (site/department)

**Action Requested** Approval of a professional services contract between Oakland Unified School District and New Leaders, Inc. Services to be primarily provided to Leadership, Curriculum & Instruction for the period of 07/01/2012 through 06/30/2013.

**Background**  
*A one paragraph explanation of why the consultant's services are needed.*

New Leaders operates a multi-year program for instructional leaders in Oakland Unified School District who are dedicated to serving the needs of all children, particularly those who live in poverty and those of color. This begins with the Emerging Leaders Program, a job-embedded instructional leadership program for teachers and other site instructional leaders. Through the Aspiring Principals Program, they will train, support and develop aspiring principals in a year-long residency program, in a model that is one of a kind nationally. They will continue to support and develop leaders who are principals and assistant principals through the Principals Institute program.

**Discussion**  
*One paragraph summary of the scope of work.*

Approval by the Board of Education of a Professional Services Contract between the District and New Leaders, Inc., San Francisco, CA, for the latter to provide New Leaders Program to include: Emerging Leaders Program; Aspiring Principals Program and Principals Institutes to Oakland Unified School for the period July 1, 2012, through June 30, 2013, in an amount not to exceed \$100,000.00

**Recommendation** Approval of professional services contract between Oakland Unified School District and New Leaders, Inc. Services to be primarily provided to Leadership, Curriculum & Instruction for the period of 07/01/2012 through 06/30/2013.

**Fiscal Impact** Funding resource name (please spell out) Title \_\_\_\_\_  
 not to exceed \$ 100,000.00

- Attachments**
- Professional Services Contract including scope of work
  - Fingerprint/Background Check Certification
  - Commercial General Liability Insurance Certification
  - TB screening documentation
  - Statement of qualifications

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OAKLAND UNIFIED SCHOOL DISTRICT

**PROFESSIONAL SERVICES CONTRACT 2012-2013**

This Agreement is entered into between the Oakland Unified School District (OUSD) and New Leaders, Inc (CONTRACTOR). OUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR warrants it is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services:** The CONTRACTOR shall provide the ("Services" or "Work") as described in **Exhibit "A,"** attached hereto and incorporated herein by reference.
2. **Terms:** CONTRACTOR shall commence work on 07/01/2012, or the day immediately following approval by the Superintendent if the aggregate amount CONTRACTOR has contracted with the District is below \$78,500 in the current fiscal year; or, approval by the Board of Education if the total contract(s) exceed \$78,500, whichever is later. The work shall be completed no later than 06/30/2013.
3. **Compensation:** OUSD agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this Agreement, a total fee not to exceed One hundred thousand \_\_\_\_\_ Dollars (\$100,000.00). This sum shall be for full performance of this Agreement and includes all fees, costs, and expenses incurred by Contractor including, but not limited to, labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

If CONTRACTOR will be compensated hourly for services provided under this Contract, CONTRACTOR shall describe in Exhibit "A," attached hereto, the specific scope of services to be delivered on an hourly basis to OUSD.

OUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred by CONTRACTOR in performing services for OUSD, except as follows: n/a

Payment for Work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to OUSD for Work actually completed and after OUSD's written approval of the Work, or the portion of the Work for which payment is to be made.

The granting of any payment by OUSD, or the receipt thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by the District and in that case must be replaced by CONTRACTOR without delay.

4. **Submittal of Documents:** CONTRACTOR shall not commence the Work under this Contract until CONTRACTOR has submitted and OUSD has approved evidence of the following:
  1. Individual consultants:
    - Tuberculosis Clearance – Documentation from health care provider showing negative TB status within the last four years.
    - Completion of Pre-Consultant Screening Process – Attach letter from Human Resources Support Services showing completion of Pre-Consultant Screening for this current fiscal year.
    - Insurance Certificates and Endorsements – General Liability insurance in compliance with section 9 herein.
  2. Agencies or organizations:
    - Insurance Certificates and Endorsements – Workers' Compensation insurance in compliance with section 9 herein.
5. **Equipment and Materials:** CONTRACTOR shall provide all equipment, materials, and supplies necessary for the performance of this Agreement *except:* n/a which shall not exceed a total cost of \$ 0.00.
6. **CONTRACTOR Qualifications / Performance of Services.**

**CONTRACTOR Qualifications.** CONTRACTOR warrants it is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement 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.

**Standard of Care.** CONTRACTOR warrants that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of OUSD. CONTRACTOR's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

7. **Notices:** All notices and invoices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

**Professional Services Contract**  
**OUSD Representative:**

Name: \_\_\_\_\_

Site /Dept.: Leadership, Curriculum & Instruction

Address: \_\_\_\_\_

Oakland, CA

Phone: \_\_\_\_\_

**CONTRACTOR:**

Name: Kareem Weaver

Title: Executive Director, Bay Area

Address: 22 Bush Street, Suite 1850

San Francisco CA 94104

Phone: (415) 296-6419

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change of address. CONTRACTOR shall submit invoices in a form that includes the name of the person providing the service, the service performed, the date service was rendered, and the hours spent on the work.

**8. Invoicing**

Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to OUSD. All amounts paid by OUSD shall be subject to audit by OUSD.

1. Invoices shall include, but not be limited to: Consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, total payment requested.

2. Invoices from Agencies or Organizations must include evidence of compliance with section 19 herein:

i. Fingerprinting of Employees and Agents: Agency or organization must provide a current list of all employees, agents and volunteers working at an OUSD site when invoicing, and must include the Department of Justice ATI number for each person, and a statement that subsequent arrest records have been requested for each person listed.

ii. Tuberculosis Screening: The list must also include a statement that TB Clearance is on file for each person.

9. **Status of Contractor:** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, 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.

**10. Insurance:**

1. Commercial General Liability Insurance: Unless specifically waived by OUSD, the following insurance is required:

i. If CONTRACTOR employs any person to perform work in connection with this Agreement, 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 and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease.

Check one of the boxes below:

CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and will comply with such provisions before commencing the performance of the Work of this Contract.

CONTRACTOR does not employ anyone in the manner subject to the workers' compensation laws of California.

ii. CONTRACTOR shall maintain Commercial General Liability insurance, including automobile coverage with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured. 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.

iii. 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**

iv. CONTRACTOR is not required to maintain any insurance under this agreement. (Completed and approved Waiver of Insurance Form is required.) Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

11. **Licenses and Permits:** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

**Professional Services Contract**

12. **Assignment:** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of OUSD.
13. **Anti-Discrimination.** It is the policy of OUSD that in connection with all work performed under Contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the 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, the 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 or sexual orientation.
14. **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.
15. Intentionally deleted. See Rider at Attachment 2

16. Intentionally deleted.

17. **Waiver:** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination:** OUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. OUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, OUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, OUSD may secure the required services from another contractor. If the cost to OUSD exceeds the cost of providing the services pursuant to this Agreement, CONTRACTOR shall pay the additional cost.
19. **Conduct of Consultant.** CONSULTANT will adhere to the following staff requirements and provide OUSD with evidence of staff qualifications, consistent with invoicing requirements outlined in Section 8, which include:
  1. **Tuberculosis Screening**
  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 Agreement and 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 Agreement, 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 contract with OUSD pupils in providing services to the District under this Agreement.

Contractor Initial: UPK

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

20. **No Rights In Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
21. **OUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** OUSD may evaluate the CONTRACTOR's work in any way that OUSD is entitled to do so pursuant to applicable law. The OUSD's evaluation may include, without limitation:
  1. Requesting that OUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
  2. Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).

Professional Services Contract

- 22. **Limitation of OUSD Liability.** Other than as provided in this Agreement, OUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, 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 Agreement for the services performed in connection with this Agreement.
- 23. **Confidentiality.** The 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 Agreement. 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.
- 24. **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 officer or employee of OUSD to perform any service by this Agreement.  
  
CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement, and in the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to OUSD's attention in writing.  
  
Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify OUSD in writing.
- 25. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 26. **Litigation:** This Agreement shall be performed in Oakland, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 27. **Contract Contingent on Governing Board Approval:** The District shall not be bound by the terms of this Agreement until it has been formally approved by the District's Governing Board, and no payment shall be owed or made to CONTRACTOR absent formal approval. This Agreement shall be deemed to be approved when it has been signed by the Board of Education, and/or the Superintendent as its designee.
- 28. **Signature Authority:** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been given the proper authority and empowered to enter into this Agreement.
- 29. **Counterparts:** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 30. **Incorporation of Recitals and Exhibits:** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
- 31. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The prospective primary participant certifies to the best of 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.epis.gov/epl/search.do>)

Summary of terms and compensation:

Anticipated start date: 08/15/2012 Work shall be completed by: 06/30/2013 Total Fee: \$ 100,000.00

OAKLAND UNIFIED SCHOOL DISTRICT

- President, Board of Education
- Superintendent or Designee

Edgar Cabaniss, Jr.  
Secretary, Board of Education

3/28/13  
Date

3/28/13  
Date

CONTRACTOR

Jean Desravines  
Contractor Signature

10/22/12  
Date

Jean Desravines Chief Executive Officer  
Print Name, Title

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE

By: [Signature]  
Attorney at Law

Print Name, Title

File ID Number: 130460  
Introduction Date: 3/27/13  
Enactment Number: 130565  
Enactment Date: 3/27/13  
By: 02

EXHIBIT "A" Scope of Work

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR's entire Proposal is not made part of this Agreement. [IF A CONTRACTOR PROVIDES AN ACCEPTABLE DESCRIPTION OF SERVICES AS PART OF A PROPOSAL, THAT DESCRIPTION OF SERVICES CAN BE ATTACHED WITHOUT ANY TERMS, CONDITIONS, LIMITATIONS, ETC., FROM THAT PROPOSAL.]

Summary for Board Memo and Board Agenda – Must accurately align with scope of work below.

Approval by the Board of Education of a Professional Services Contract between the District and New Leaders, Inc., San Francisco, CA, for the latter to provide New Leaders Program to include: Emerging Leaders Program; Aspiring Principals Program and Principals Institutes to Oakland Unified School for the period July 1, 2012, through June 30, 2013, in an amount not to exceed \$100,000.00

SCOPE OF WORK

New Leaders, Inc \_\_\_\_\_ will provide a maximum of \_\_\_\_\_ hours of services at a rate of \$ \_\_\_\_\_ per hour for a total not to exceed \$100,000.00. Services are anticipated to begin on 07/01/2012 and end on 06/30/2013.

1. Description of Services to be Provided: Provide a description of the service(s) the contractor will provide. Be specific about what service(s) OUSD is purchasing and what this Contractor will do.

New Leaders will provide a multi-year program for instructional leaders in Oakland Unified School District who are dedicated to serving the needs of all children, particularly those who live in poverty and those of color:

- 1) Emerging Leaders Program, a job-embedded instructional leadership program for teachers and other site instructional leaders.
2) Aspiring Principals Program - New Leaders, Inc. will train, support and develop aspiring principals in a year-long residency program, in a model that is one of a kind nationally.
3) Principals Institute - New Leaders will continue to support and develop leaders who are principals and assistant principals through the Principals Institute program.

2. Specific Outcomes: What are the expected outcomes from the services of this Contract? Be specific. For example, as a result of the service(s): 1) How many more Oakland children are graduating from high school? 2) How many more Oakland children are attending school 95% or more? 3) How many more students have meaningful internships and/or paying jobs? 4) How many more Oakland children have access to, and use, the health services they need? Provide details of program participation (Students will...) and measurable outcomes (Participants will be able to...). NOT THE GOALS OF THE SITE OR DEPARTMENT.

The New Leaders, Inc, programs and training showed significant gains in student learning, high graduation rates and more of our children reaching their potential - in school and in life.

3. Alignment with District Strategic Plan: Indicate the goals and visions supported by the services of this contract: (Check all that apply.)

- Ensure a high quality instructional core
Develop social, emotional and physical health
Create equitable opportunities for learning
High quality and effective instruction
Prepare students for success in college and careers
Safe, healthy and supportive schools
Accountable for quality
Full service community district

**4. Alignment with Single Plan for Student Achievement (required if using State or Federal Funds)**

Please select:

- Action Item included in Board Approved SPSA (no additional documentation required) – Action Item Number: \_\_\_\_\_**
- Action Item added as modification to Board Approved SPSA – Submit the following documents to the Resource Manager either electronically via email of scanned documents, fax or drop off.**
1. Relevant page of SPSA with action item highlighted. Page must include header with the word "Modified", modification date, school site name, both principal and school site council chair initials and date.
  2. Meeting announcement for meeting in which the SPSA modification was approved.
  3. Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
  4. Sign-in sheet for meeting in which the SPSA modification was approved.
-

## **NEW LEADERS BAY AREA – DESCRIPTION OF SERVICES**

### **OVERVIEW**

Now almost 12 years old, New Leaders is the foremost authority on transformational school leadership in U.S. public education. The organization has trained 800 New Leaders in 12 major urban areas across the country. Graduates of the program are now serving in both district and charter schools and impacting nearly 250,000 students – more students than some of the largest school districts in the country, including Houston, Detroit, Philadelphia and Dallas. No other principal preparation program has been able to reach this kind of breadth or scale to date. Our New Leaders are demonstrating every day what is possible when adults get it right for students: significant gains in student learning, higher graduation rates and more of our children reaching their potential – in school and in life.

Moreover, no other organization has New Leaders' expertise and resources. New Leaders' diverse and widespread community of school leaders provides it with the rare opportunity to observe what it takes to best serve high-need children in varied contexts. New Leaders uses this knowledge to continuously improve its best-in-class programs and provide insight to district and charter partners, as well as inform the broader field.

Nationally regarded as best-in-class training, New Leaders' signature Aspiring Principals Program includes a highly selective admissions process for our participants, an intensive Residency year with a rigorous foundational curriculum, and unparalleled support and resources afforded to New Leaders who complete the Residency. Other programs and resources exclusive to New Leaders include the Emerging Leaders Program, the Urban Excellence Framework (UEF) and the Effective Practice Incentive Community (EPIC) Knowledge System.

### **ASPIRING PRINCIPALS PROGRAM**

#### **Recruitment and Selection**

A highly selective admissions process based on beliefs, results and leadership potential distinguishes New Leaders' Aspiring Principals Program from other principal preparation programs. Our new Emerging Leaders Program adds to this selectivity as it allows New Leaders to observe participants for at least a year to determine their potential for success. The result of these activities is a robust pipeline of highly qualified applicants to the Aspiring Principals Program.

#### *National Recruitment & Admissions*

New Leaders represent an elite corps of educators. Historically, less than 7 percent of those who apply to the Aspiring Principals Program are accepted after undergoing the rigorous, multi-phase selection process. This process includes an extensive application, evaluations of online scenarios, case studies, phone interviews, and finalist selection day interviews with case studies, situational role plays, personal reflection, and intense questioning. The New Leaders selection process is recognized for its selectivity.

#### *Local Emerging Leaders Programs*

To refine the selection process even further, New Leaders established the Emerging Leaders Program in 2011. The Emerging Leaders Program expands the adult leadership skills of talented teachers and school-level leaders, providing them with tools to improve instruction and raise student achievement across their



March 13, 2012

schools. Emerging Leaders Program participants strengthen their leadership skills through at least 15 hours a month of virtual and in-person sessions led by highly trained New Leaders facilitators, school-based projects where they apply what they are learning, and feedback from peers and facilitators.

In addition to driving student achievement gains in the schools where they work, the program starts participants on the pathway to one day becoming principals by equipping them with the leadership skills they need to apply to the challenging New Leaders Aspiring Principals Program. Throughout the program, New Leaders helps each participant assess where he or she is on the principal preparation pathway and provides feedback on readiness to begin our Aspiring Principals Program. Emerging Leaders may seek to join the Aspiring Principals Program after their first year in the program, while others may spend a second year of preparation with additional training, but all participants will have expanded their leadership skills and be better able to move student achievement as they improve the quality of teaching and learning in their schools.

### **Residency**

The Residency Year of New Leaders' Aspiring Principals Program is specifically designed to prepare leaders for high-need schools. Residents experience a full school year of hands-on training under the guidance of an experienced successful principal; this sort of experience-based training is rare in principal preparation programs. New Leader Residents also benefit from leadership training provided locally by New Leaders staff, as well as training from our national leadership team. Every day, our Residents learn how to close the achievement gap as they inspire teachers to greater instructional excellence.

The Residency Year is based on a rigorous curriculum as well as a full school year of on-the-job training. There are three major components:

1. Local program—the majority of learning during the program takes place in our cities, where Residents are placed in schools to take on leadership roles and practice the skills learned in this foundational year, and they engage in coursework with local staff and seasoned New Leaders in their area.

2. National seminars—Residents gather as a national cohort for 1-2 weeks during the summer, fall and spring to learn from experts in the field and from each other.

3. Virtual learning—trainings held through our online webinars provide national content and resources to Residents while also allowing them to learn on their own time.

The New Leaders program provides much more real-world experience and hands-on support and coaching than do traditional programs. In a study of a sample of traditional principal training programs across the country, only 17 percent of program participants reported visiting three or more schools during their training year. Seventy-nine percent of Aspiring Principals Program participants reported going on three or more school visits, with 40 percent going on school visits 1-4 times per month or more. In an additional study of a sample of traditional principal training programs across the country, only 12 percent had three or more instances of coaching/mentorship during their training year. One hundred percent of New Leaders receive support from a mentor principal, members of our local staff, and experienced "leadership development facilitators" who support the personal leadership development of each Resident through various approaches.

### **Post-Residency Support and the Principal Institute**

After the Residency Year, New Leaders continues its commitment to leadership excellence by providing on-going support via the Principal Institute and New Leaders Community of Practice. This sort of on-the-job support is not usually provided by principal preparation programs, but New Leaders has determined it to be critical for an early-tenure principal to be successful.

March 13, 2012

In particular, first-year principals and second-year secondary principals participate in the Principal Institute, a professional learning community that provides substantial professional development and support in the crucial early years on the job. Before moving into a principal role in the fall, future New Leader Principals are guided by our staff in developing a thoughtful Entry Plan that involves collecting data from stakeholders, aligning staff around a common vision, setting student achievement targets, and establishing high standards for both the adults and students in the building. Throughout the year, participants learn from their local network of New Leader Principals, refine their leadership skills and work together to drive student achievement gains. Local Principal Institute networks meet monthly for several hours, and participants also stay connected virtually to provide each other with ongoing feedback.

The schools and systems utilizing the talents of New Leaders benefit from highly respected local knowledge augmented with best practices at a national level. New Leaders Bay Area consists of a team of highly-trained educators who are actively engaged with advancing student achievement in the community. Leadership training is delivered by New Leader facilitators who are intimately familiar with the nuances particular to our district and its students. Nationally, the New Leaders organization serves as a thought partner to our Bay Area office, provides training facilitation, analyzes data, and serves as an advanced technology resource to further the work and to ensure that the organization as a whole remains the leader in its field.

## **UNIQUE RESOURCES FOR NEW LEADERS**

As New Leaders prepares and supports talented people for our nation's struggling schools, we also capture information and track 1,100 variables across over 3,700 schools, resulting in one of the largest databases in the nonprofit education sector. We use this ongoing, deep knowledge base about transformational leadership to refine our programs, share knowledge and practices nationally, and fill the nation's schools with great school leaders. No other principal preparation program has been able to reach this breadth or scale to date.

### **Urban Excellence Framework (UEF)**

The Urban Excellence Framework (UEF) guides New Leaders' work. New Leaders developed the UEF to understand exactly how schools achieving breakthrough gains were achieving their results and to share that knowledge throughout the New Leader community. Armed with this knowledge and a supportive district culture, New Leader principals employ strategies and tactics that consistently outperform other schools.

The UEF was developed based on more than 100 visits and case studies of schools that achieved dramatic gains, an extensive review of the available research on the practices of effective schools and leadership, the resources available through New Leaders' Effective Practice Incentive Community (EPIC), and the collective knowledge of the New Leaders staff and participants. New Leaders have access to this proprietary resource.

### **EPIC Knowledge System**

New Leaders in the Aspiring Principals Program have also had access to the EPIC Knowledge System, a rich and growing online professional development resource where educators can learn from one another about the effective practices that contribute to dramatic student achievement gains. EPIC identifies, documents, and shares effective practices from the highest gaining schools across the country by making hundreds of case studies, videos, and artifacts available on the Knowledge System. EPIC offers educators a powerful tool to significantly build capacity for school improvement and increased student achievement. The EPIC Knowledge System is only available to a limited number of educators, schools, school systems, and other organizations contractually affiliated with New Leaders, but all New Leaders have had access to it since it was developed.

## **PROVEN RESULTS BOTH NATIONALLY AND IN THE BAY AREA**

### **National Success in Driving Student Achievement**

The organization has achieved success in delivering student achievement results from its rigorous selection process, demanding programs, proprietary resources, and highly capable local and national leadership. Every year New Leader Principals lead some of the highest-gaining schools in our partner cities.

- In 2011, New Leader-led schools were among the top 10 highest-gaining schools in eight cities: Baltimore, Chicago, Memphis, New Orleans, New York City, Oakland, Prince George's County and Washington D.C.
- In 2011, New Leader-led schools were among the top five highest-gaining schools in six cities: Chicago, Memphis, New Orleans, New York City, Oakland and Washington D.C.
- In 2011, schools led by New Leader Principals were 70 percent more likely to achieve breakthrough gains – i.e., gains of 20 percent or more in reading and math – compared to other schools in their districts, even though New Leaders serve the same student population.

National data confirm that the New Leaders' approach works. A longitudinal study by the RAND Corporation finds that students in New Leader schools achieve at significantly higher levels than their peers specifically because they have a New Leader Principal. Using a type of research that removes the influence of all other factors, RAND has found this "New Leader effect" for five years in a row. The RAND Corporation also found that New Leader Principals tend to make the most dramatic gains with the lowest performing schools, catapulting them to new levels of performance. Another independent study by the RAND Corporation found that the more years a student spends in a New Leader school, the more likely it is for them to make significant achievement gains.

### **Bay Area Students Make Achievement Gains in New Leader Schools**

This success extends to the Bay Area, where students have achieved consistent academic success under the leadership of New Leaders' Principals. Every year, schools led by New Leaders are among the top-gaining schools in Oakland. Over just the last two years, New Leader schools in Oakland averaged a 19 point gain in math and reading proficiency. In 2011, three of the top ten gaining K-8 Oakland schools in combined math and reading proficiency were led by New Leaders (ACORN Woodland Elementary, Roots International Academy, Lazear Elementary). ACORN Woodland Elementary, led by a first-year New Leader principal, was the highest gaining school in Oakland in reading proficiency in 2011 with a gain of 16.3 percentage points.

Only New Leaders offers the programs, proprietary resources, unqualified data, and school leaders who have the leadership skills to drive achievement gains for students.

**ATTACHMENT 1**

**OAKLAND UNIFIED SCHOOL DISTRICT ("OUSD")**  
**SCOPE OF WORK – NEW LEADERS, INC.**

Article I. **Definitions.**

1.1 "Certification" means the professional principal certification, issued by the state of California.

1.2 "District School" means a school operated or chartered by the District.

1.3 "Emerging Leader" means 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.

1.4 "Mentor Principal" means the principal of a Residency School. Mentor Principals are employees of the District and at no time are employees of NL.

1.5 "New Leader" means 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.

1.6 "NL Executive Director" shall mean the Executive Director of NL in the Program City.

1.7 "Program City" shall mean Bay Area.

1.8 "Program Participant" shall mean an Emerging Leader or a New Leader.

1.9 "Residency" shall mean a School Year during which a New Leader is employed by the District as a Resident Principal.

1.10 "Residency School" means 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.

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

1.12 "Resident Principal" shall have the meaning provided in Article 2.1.

1.13 "School Leader" means a Principal, Assistant Principal, or other equivalent school leadership position.

1.14 "School Year" means the academic year as defined by District.

1.15 "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 the services described in this scope of work 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.

1.16 "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 scope of work, "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 every other week during the School Year participating in educational or leadership training outside the District School;
- (vii) the ability to attend two (4) 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 with comparable experience and education 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, 2012. The District will ensure that each Resident Principal receives his or her first paycheck by July 31, 2012. 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 – for 2012-13 and 2013-14 School Years.

(a) Prior to each of the 2012-13 and 2013-14 School Years, 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) Prior to each of the 2012-13 and 2013-14 School Years, 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 one (1) New Leader as a Resident Principal for the 2012-13 School Year and a number of New Leaders to be determined by the Parties as Resident Principals for the 2013-14 School Year; provided, however, that if NL informs the District prior to the 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 the School Year.

(d) NL may recommend to the District the transfer of any Resident Principal from one District 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 – for 2012-13 and 2013-14 School Years.

(a) Prior to each of the 2012-13 and 2013-14 School Years, 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 one (1) Mentor Principal for the 2012-13 School Year and a number of Mentor Principals to be determined by the Parties for the 2013-14 School Year; provided, however, that if NL informs the District prior to the 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 the 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 – 2012-13 School Year.

(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 Resident 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, provided that NL will share high-level progress reports on each New Leader with the District throughout the School Year. 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 NL 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 – 2012-13 School Year.

(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 School for the School Year following the Residency by March 15, 2013. The District has the sole discretion to make such offers. The parties expect that, if the District offers the Resident Principal such a School Leader position, the New Leader shall accept such position offered by the District.

(c) A New Leader who is not offered employment as a School Leader in a District School by March 15, 2013, 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, 2013 and August 1, 2013, 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, 2013, the Parties expect that the New Leader shall accept the position offered by the District. After August 1, 2013, 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 in the District 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 certain New Leaders who are principals in District Schools in the 2012-13 School Year and are in good standing with New Leaders. 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 – for the 2012-13 School Year.**

(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) During the beginning of the 2012-13 School Year, NL will select a class of approximately ten (10) – twenty (20) Emerging Leaders from the District. 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) Representatives of the District and of NL will participate in an induction session with the new Emerging Leaders at the beginning of the Emerging Leaders Program to establish program expectations.

(b) During the 2012-13 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;

(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 or 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;

(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 staff.

(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 further 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 the 2012-13 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.

(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 the 2012-13 School Year, NL may in its sole discretion arrange for one (1) or more assessments, which may be conducted by an independent, third-party evaluator, 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 assessments, including costs. NL has no responsibility for any other assessments 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, make available to NL (i) all student-achievement data and related evaluation data and (ii) annual school-level data for 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. The District shall designate a staff member who shall serve as the point of contact for NL data requests.

4.3 Upon NL's request, the District shall, at no cost to NL and to the extent allowed by law, 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 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 independent assessments created pursuant to this Article IV.

Article V. Operation of Program.

5.1 The main points of contact from the District to New Leaders shall serve as the Senior Level Designees and shall meet with the NL Executive Director or designee no fewer than three (3) times during the 2012-13 School Year to discuss the coordination and implementation of the services described in this scope of work.

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.

Article VI. Online Platform. NL will provide a password-protected online learning platform ("Platform") on which Program Participants may upload artifacts and examples of their school-based work, such as videos of personal practice or anonymous student work ("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 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.

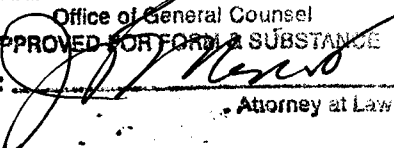
Article VII. Lack Of Employment Relationship. The Parties acknowledge and agree that Emerging Leaders, New Leaders, Resident Principals, School Leaders, and Mentor Principals are not at any time employees of NL. The Parties further acknowledge and agree that Emerging Leaders, New Leaders, Resident Principals, 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.

**ATTACHMENT 2**

**RIDER**

1. Insert at Paragraph 15: "CONTRACTOR agrees to hold harmless, indemnify, and defend OUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement, except for claims or losses accruing or resulting from the gross negligence or willfulness of OUSD. CONTRACTOR also agrees to hold harmless, indemnify, and defend OUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of this Agreement, except for claims or losses accruing or resulting from the gross negligence or willfulness of OUSD. OUSD agrees to hold harmless, indemnify, and defend CONTRACTOR and its officers, agents, and employees from any and all claims or losses accruing or resulting from any act or omission by OUSD in breach of this Agreement. This provision survives termination of this Agreement."
  
2. Insert at end of Paragraph 23: "OUSD and all OUSD's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all confidential information received from CONTRACTOR in the course of the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement."

OAKLAND UNIFIED SCHOOL DISTRICT  
Office of General Counsel  
APPROVED FOR FORM & SUBSTANCE

By:   
Attorney at Law

Client#: 43612

NEWLEADE

**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
8/28/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> The Rollins Agency, Inc. 800 Westchester Ave, Ste N-311 Rye Brook, NY 10573-1364 914 337-1833	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 914 337-1833		FAX (A/C, No): 914 337-1596	
	<b>E-MAIL ADDRESS:</b> PRODUCER CUSTOMER ID #:			
<b>INSURED</b> New Leaders Inc. 30 West 26th Street 2nd floor New York, NY 10010	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
	INSURER A : Travelers Indemnity Company			
	INSURER B : Executive Risk Indemnity Inc.			
	INSURER C :			
	INSURER D :			
	INSURER E :			

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR MVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			Y6308227L899TIL11	12/31/2011	12/31/2012	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							\$
	<input type="checkbox"/> POLICY	<input type="checkbox"/> PROJECT	<input type="checkbox"/> LOC					\$
A	AUTOMOBILE LIABILITY			Y8108990L60ATIL11	12/31/2011	12/31/2012	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
A	UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		YSMCUP8990L647TIL1	12/31/2011	12/31/2012	EACH OCCURRENCE	\$10,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$10,000,000
	DEDUCTIBLE							\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			YHUB8235L37711	12/31/2011	12/31/2012	WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000
B	Errors & Omissions Liab			82077493 Claims Made Form	12/15/2011	12/15/2012	\$2,000,000 limit	\$2,000,000 aggregate
					\$100k ded	each claim		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Oakland Unified School District (OUSD) is hereby included as an additional insured for Commercial General Liability as respects to services provided by the named insured.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 1025 Second Avenue Oakland, CA 94606	<b>CANCELLATION 10 Days for Non-Payment</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  
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NEW LEADERS, INC.  
DUNS: 030105659 CAGE Code: 4GUC2  
Status: Active

30 W 26TH ST 2ND FL  
NEW YORK, NY, 10010-2079 ,  
UNITED STATES

**Entity Overview**

Entity Information

**DUNS:** 030105659  
**Name:** NEW LEADERS, INC.  
**Doing Business As:** NEW LEADERS FOR NEW SCHOOLS  
**Business Type:** Business or Organization  
**POC Name:** None Specified  
**Registration Status:** Active  
**Expiration Date:** 03/15/2013

Exclusions

**Active Exclusion Records?** No

SAM | System for Award Management 1.0

IBM v1.732.20130222-1427

WWW1

**Note to all Users:** This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/21/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> The Rollins Agency, Inc. 800 Westchester Avenue, N-311 Rye Brook, NY 10573	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (914) 337-1833      FAX (A/C, No): (914) 337-1596	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b>  New Leaders Inc. 30 West 26th Street 2nd floor New York, NY 10010	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A: Travelers Indemnity Company</b> NAIC # 25615	
	<b>INSURER B: Executive Risk Indemnity Inc</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	Y6308227L899TIL12	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		Y8108990L60ATIL12	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		YSMCUP8990L647TIL12	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	YOU8235L37712	12/31/2012	12/31/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Errors & Omissions		82077493	12/31/2012	12/31/2013	per occ/aggregate 2,000,000
B	Errors & Omissions		82077493	12/31/2012	12/31/2013	deductible 100,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Oakland Unified School District is hereby included as Additional Insured with respect to General Liability as respects to work performed by the named insured with respect to the Aspiring Principals and Emerging Leaders Programs.

<b>CERTIFICATE HOLDER</b>  Oakland Unified School District 4551 Steele Street Oakland, CA 94619	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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# PROFESSIONAL SERVICES CONTRACT ROUTING FORM 2012-2013

## Basic Directions

Additional directions and related documents are in the School Operations Library (<http://intranet.ousd.k12.ca.us>)

**Services cannot be provided until the contract is fully approved and a Purchase Order has been issued.**

- Contractor and OUSD contract originator (principal or manager) reach agreement about scope of work and compensation.
- Ensure contractor meets the consultant requirements (including The Excluded Party List, Insurance and HRSS Consultant Verification)
- Contractor and OUSD contract originator complete the contract packet together and attach required attachments.
- Within 2 weeks of creating the requisition the OUSD contract originator submits **complete** contract packet for approval to Procurement.

### Attachment Checklist

- For individual consultants: HRSS Pre-Consultant Screening Letter for the current fiscal year.
- For individual consultants: Proof of negative tuberculosis status within past 4 years.
- For All Consultants: Results page of the Excluded Party List (<https://www.epls.gov/epls/search.do>)
- For All Consultants: Statement of qualifications (organization); or resume (individual consultant).
- For All Consultants: Proof of Commercial General Liability insurance naming OUSD as an Additional Insured.
- For All Consultants with employees: Proof of Workers' Compensation Insurance. (Ref. to Section 10 of the Contract)

OUSD Staff Contact *Emails about this contract should be sent to: (required)* [wilma.enriquez@ousd.k12.ca.us](mailto:wilma.enriquez@ousd.k12.ca.us)

## Contractor Information

Contractor Name	New Leaders, Inc	Agency's Contact	Kareem Weaver			
OUSD Vendor ID #	V055194	Title	Executive Director			
Street Address	22 Bush Street, Suite 1850	City	San Francisco	State	CA	Zip 94104
Telephone	(415) 296-6419	Email (required)	lkadetsky@newleaders.org			
Contractor History	Previously been an OUSD contractor? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Worked as an OUSD employee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

## Compensation and Terms - Must be within the OUSD Billing Guidelines

Anticipated start date	07/01/2012	Date work will end	06/30/2013	Other Expenses	\$
Pay Rate Per Hour (required)	\$	Number of Hours (required)			

## Budget Information

If you are planning to multi-fund a contract using LEP funds, please contact the State and Federal Office before completing requisition.

Resource #	Resource Name	Org Key	Object Code	Amount
4203	Title	9542000201	5825	\$ 100,000.00
			5825	\$
			5825	\$
<b>Requisition No. (required)</b> R0313554			<b>Total Contract Amount</b>	
			\$ 100,000.00	

## Approval and Routing (in order of approval steps)

Services cannot be provided before the contract is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.epls.gov/epls/search.do>)

1.	<b>Administrator / Manager (Originator)</b>	Name	Kyla Johnson		Phone	336-7591
	Site / Department	Leadership, Curriculum & Instruction			Fax	482-6773
	Signature	<i>[Signature]</i>			Date Approved	3/17/13
2.	<b>Resource Manager, if using funds managed by:</b> <input type="checkbox"/> State and Federal <input type="checkbox"/> Quality, Community, School Development <input type="checkbox"/> Complementary Learning / After School Programs					
	<input type="checkbox"/> Scope of work indicates compliant use of restricted resource and is in alignment with school site plan (SPSA)					
	Signature				Date Approved	
	Signature (if using multiple restricted resources)				Date Approved	
3.	<b>Regional Executive Officer</b>					
	<input type="checkbox"/> Services described in the scope of work align with needs of department or school site <input type="checkbox"/> Consultant is qualified to provide services described in the scope of work					
	Signature				Date Approved	
4.	<b>Deputy Superintendent Instructional Leadership / Deputy Superintendent Business Operations</b> Consultant Aggregate Under <input type="checkbox"/> , Over <input type="checkbox"/> \$50,000					
	Signature	<i>Maria Santos</i>			Date Approved	3-13-2013
5.	<b>Superintendent, Board of Education</b> <i>Signature on the legal contract</i>					
<b>Legal Required if not using standard contract</b>		Approved		Denied - Reason		Date
<b>Procurement</b>	Date Received			PO Number		

