

Board Office Use: Legislative File Info.	
File ID Number	22-1973
Introduction Date	9/14/22
Enactment Number	22-1599
Enactment Date	9-14-2022 CJH



Board Cover Memorandum

To Board of Education

From Sondra Aguilera, Acting Superintendent
Kathleen Arnold and Leroy Gaines, Elementary Network Superintendents
Kate Sugarman, Deputy Network Superintendent
Monica Thomas, Deputy Chief of Continuous Improvement

Meeting Date September 14, 2022

Subject Services Agreement with New Leaders, Inc. for the Elementary Networks

Ask of the Board

Approval by the Board of Education of a Service Agreement between the District and New Leaders, Oakland, CA, for the latter to provide services related to high quality coaching and professional development of all Elementary school leaders and Network leaders through its proprietary programs. This support will strengthen the skills and capacity of equity-focused school leaders to advance student achievement; establish and refine schoolwide systems and structures that support both staff and student development and that promote instructional excellence and equity for all students and ensure a cohesive professional learning experience across all Elementary schools. All participants will engage around the same research-based practices outlined in New Leaders' Transformational Leadership Framework, for the period of August 1, 2022 through June 30, 2023, in an amount not to exceed \$90,000.00, for the 2022-2023 School Year. This amount will be matched with a significant philanthropic off-set, covering the vast majority of the cost of the offerings.

Background

For 20 years, New Leaders has worked in and with schools, districts, and states to improve school performance by developing leaders at all levels—from teacher leaders to principal supervisors—with the mindset, skills, and practice needed to drive instructional excellence at scale. They are an educational leadership organization whose mission is driven by racial equity, social justice, and an unwavering belief in the potential of every student.

New Leaders work is grounded in adult learning theory, and we will use data to drive impact and advance student achievement. New Leaders' job-embedded approach to leadership development reflects the research that adults learn best when training is rooted in challenging, real-world work. We offer cohort-based learning, authentic practice, and expert

coaching to equip participants with the ambitious leadership practices needed to be change agents. Our content and program delivery allows leaders to translate theory into practice. As part of this scope of work, New Leaders will work with stakeholders from across OUSD to develop resources, including presentations, facilitation guides, checklists, professional resources, etc. that empower principals, their teams, and their Network Superintendents to navigate improvement planning together. For the last three years, New Leaders has coached and supported principals and principal supervisors in Elementary Network 3. This contract continues the work in Network 3 that was interrupted by the COVID-19 pandemic and expands the opportunity to principals and Network leaders in Network 2 and 3.

Discussion

Proposed Pathway: Breakthrough Leadership for Principals

Audience: Network #2 and Network #4 Principals

Projected Participants: 30-35

Anchored in the Transformational Leadership Framework, Breakthrough Leadership for Principals is designed to build the leadership skillset of equity-focused school leaders and develop them in establishing or refining systems and structures that support both staff and student development and that promote instructional excellence and equity for all students.

Program Competencies

- Identify strengths, areas of opportunity, and next steps in one's leadership practices to ensure practices are equitable, increase leadership capacity, and maximize impact
- Develop a strong and positive school culture of shared mission and values in which equitable practices are at the forefront
- Establish, monitor, and refine equitable instructional and operational schoolwide systems and structures to effectively increase achievement for all students
- Establish an instructional leadership team and use distributed leadership to scale best practices and build the capacity of others
- Use 4-Part Action Planning to diagnose, set goals, create action plans, and monitor/adjust plans in order to drive instructional excellence and equity Coach instructional leadership team and teachers to improve their equitable instructional practices
- New Leaders Proposal: OUSD Breakthrough Leadership & Coaching and Strategic Leadership Support for Principals Depending on the final number of participants, Breakthrough Leadership for Principals will either be offered to all Network #2 and Network #4 principals together, or the participants can be divided into cohorts based upon experience level and/or network. Network #3 principals are welcome (at no additional cost to OUSD) to join select communities of practice that align to and reinforce district priorities.

Proposed Pathway: Coaching & Strategic Leadership Support

Audience: Network #3 Principals

Projected Participants: 15-20

Our Coaching & Strategic Leadership Support pathway is designed to build upon the key learnings from Breakthrough Leadership for Principals and gradually release implementation of critical leadership practices to equity-focused leaders through personalized, confidential, high-impact coaching unique to their contexts and communities of practice. Participants will engage in rich reflective practices, goal setting, action planning, and executing against plans, all driving towards building capacity in leading for equity.

Program Competencies

- Identify strengths, areas of opportunity, and next steps in one's own leadership practices to ensure they are equitable, to increase leadership capacity and maximize impact
- Use 4-Part Action Planning to diagnose, set goals, create action plans, and monitor/adjust plans in order to drive instructional excellence and equity
- Develop a strong and positive school culture of shared mission and values in which equitable practices are at the forefront
- Establish, monitor, and refine equitable instructional and operational schoolwide systems and structures to effectively increase achievement for all students
- In order to align standards and create opportunities for cross-pollination of key learnings, Network #3 principals will also engage in Leadership Walks and will have the opportunity to join Network #2 and Network #4 principals in select communities of practice.

Fiscal Impact

First year of service, October 1, 2022- June 30, 2023, a contribution from OUSD in the amount of \$90,000.00. The vast majority of the total cost for this work will be offset by local foundations and donors.

Attachment(s)

- Services Agreement 2022-2023
- Exhibit A: New Leaders FY23 Proposal

Execution Version

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this “Agreement”) is entered into as of August 1, 2022 (the “Effective Date”) between New Leaders, Inc., located at 30 West 26th Street, 10th Floor, New York, NY 10010 (“New Leaders”), and Oakland Unified School District, located at 1000 Broadway, Suite 680, Oakland, CA 94607 (“Client”) (together the “Parties” and each a “Party”).

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

WHEREAS Client is a school district formed and existing in California;

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

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

1. Services. New Leaders hereby agrees to provide services for Client as described in Exhibit A hereto, as may be amended by the parties upon mutual agreement in writing (the “Services”). New Leaders will perform the Services and other duties provided in this Agreement to the best of New Leaders’ ability, in a trustworthy, efficient, professional and workmanlike manner, and will comply with Client’s policies and procedures pertaining to third-party consultants in all material respects to the extent it is informed of such policies and procedures by Client. New Leaders may use consultants and other subcontractors to provide the Services without prior approval by Client. While New Leaders will attempt to comply with Client’s requests for specific individuals to perform the Services, New Leaders shall be responsible for assigning and reassigning New Leaders’ employees and consultants, as appropriate, to perform the Services.

2. Term. The Term of this Agreement will begin on the Effective Date and terminate on June 30, 2023 unless earlier terminated as provided herein, and shall include the school year 2022-2023.

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

4. Compensation. In consideration for the Services, Client shall pay New Leaders a fee of ninety thousand dollars (\$90,000.00) (“Fee”). Payment shall be due as follows:

- Twenty two thousand five hundred dollars (\$22,500.00) due upon contract execution
- Twenty two thousand five hundred dollars (\$22,500.00) due on or before October 1, 2022
- Twenty two thousand five hundred dollars (\$22,500.00) due on or before January 1, 2023
- Twenty two thousand five hundred dollars (\$22,500.00) due on or before April 1, 2023

Client shall pay invoices within thirty (30) days of receipt. Upon reasonable prior notice, Client, at its own expense, shall have the right to audit New Leaders' records to substantiate invoicing and payment for the Services.

5. Confidentiality.

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

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

6. Data. Subject to Section 7 below, any data or other material furnished by Client or a participant in the Services for use by New Leaders under this Agreement ("Data") shall remain the sole property of Client, provided that Client hereby grants New Leaders a royalty-free, fully-transferable, perpetual,

sublicensable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use any Data created in, through, or as a result of using or uploaded to any platform used in connection with the Services. In addition, Client shall be solely responsible for determining the existence of, and complying with, any laws applicable to the protection of Data as such laws and regulations may apply to the Services. For the avoidance of doubt, each Party acknowledges and agrees that it will abide by the requirements of the Family Educational Rights and Privacy Act, as applicable.

7. Intellectual Property.

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

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

8. Representations and Warranties.

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

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

9. Indemnification.

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

b) New Leaders hereby agrees to indemnify, hold harmless, and defend Client and/or its

subsidiaries, affiliates, employees, officers, directors, agents, or other partners from and against any Claims arising out of or related to any breach of this Agreement by New Leaders, except for Claims arising out of the recklessness or willful misconduct of Client. Client will give New Leaders prompt notice of any claim asserted against it on the basis of which Client intends to seek indemnification from New Leaders as herein provided (but the obligations of New Leaders under this Section will not be conditioned upon the receipt of such notice).

c) The indemnification provisions of this Section will not require payment as a condition precedent to recovery.

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

11. Termination. This Agreement will terminate: (a) immediately upon the insolvency or bankruptcy of New Leaders or Client; (b) by either Party, upon material breach of any of the other Party's duties under this Agreement, provided that the breaching Party has failed to cure such breach within thirty (30) days following a written notice of such breach by the terminating Party; (c) by either Party, at its option, at any time, for any reason, or no reason whatsoever, upon thirty (30) days notice to the other Party; or (d) by New Leaders, at its option, at any time, in the event that New Leaders does not receive sufficient funding, as determined in New Leaders' sole discretion, to support the Services, effective upon the date set forth in the notice of termination. In the event of termination hereunder for any reason, New Leaders will, upon receipt of notice from Client, take all necessary steps, as specifically directed by Client or otherwise, to bring New Leaders' work to a close in an orderly manner. Client shall continue to be obligated to pay New Leaders for any services rendered by New Leaders prior to the effective date of the notice of termination. The following provisions survive the termination of this Agreement for any reason whatsoever: Sections 5 (Confidentiality), 7 (Intellectual Property), 8 (Representations and Warranties), 9 (Indemnification), 10 (Limitation of Liability) 11 (Termination), and 16 (Miscellaneous).

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

13. Program Operations.

a) New Leaders shall:

- i. Provide a staff person to serve as the programmatic point of contact for participants;
- ii. Define the Program timeline according to Program circumstances;
- iii. Differentiate the delivery of the Program to meet local needs, participant learning styles and experience, and school context, as determined in New Leaders' sole discretion;

- iv. Review feedback provided throughout the Program and use it to inform Program improvement;
- v. Support participants in their leadership growth and development as set forth herein;
- vi. Develop the content of the Program using content from New Leaders' proprietary content and materials and modify and update it at any time at New Leaders' sole discretion;
- vii. Provide access to a virtual learning management system to support program delivery;
- viii. Provide high-level session outlines to Client; and
- ix. Deliver the Program as set forth herein.

b) To support these Services, Client shall:

- i. Coordinate with New Leaders to identify a mutually acceptable implementation calendar prior to Program launch;
- ii. Provide New Leaders at least thirty (30) days' notice of any proposed cancellations or changes in the implementation calendar and work with New Leaders to identify mutually acceptable alternative implementation dates;
- iii. Engage in monthly, or as needed, check-ins and/or planning meetings with New Leaders to review high-level session outlines and ensure delivery of Services aligns with Client's expectations;
- iv. Coordinate logistics for all sessions, including ensuring meeting space, technology needs, catering, and other set-up are available;
- v. Provide information regarding Client's strategies, frameworks, and expectations to inform design and delivery of the Program;
- vi. Respond to New Leaders' inquiries and updates in a reasonably timely manner;
- vii. Make available to New Leaders certain data regarding participants for programmatic purposes, or research and evaluation purposes;
- viii. Encourage Program participation and engagement by ensuring that participants complete surveys, attend sessions, complete reflective learning exercises, and engage with the learning management system to support ongoing growth and development; and
- ix. Fulfill other responsibilities as set forth herein.

14. Program Specifications.

a) At least six (6) months prior to the expiration of this Agreement, New Leaders and Client's Superintendent or Superintendent's designee shall discuss the potential for renewal of this Agreement for one (1) or more additional school years, with the goal that any renewal of the Agreement be accomplished before the termination of this Agreement. The Superintendent or Superintendent's designee shall meet with New Leaders no fewer than two (2) times during each school year covered by this Agreement to discuss the coordination and implementation of this Agreement.

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

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

a) Make available to New Leaders annual school-level data for all Client schools, including but not limited to results of school climate or school culture surveys, teacher quality of effectiveness, principal quality of effectiveness, teacher and principal retention data, principal certification/qualification and length of tenure data, graduation rates by school, proficiency rates by content area and grades, report card grades, average attendance, school-level proficiency data disaggregated by demographic subgroup, and a data set of the publicly available school-level information on all Client schools.

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

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

New Leaders shall not request, and Client shall not provide, any identifiable Client K-12 student-level data under this Agreement.

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

16. Miscellaneous.

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

(b) Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the

parties' intentions as reflected in the provision, and the other provisions of the Agreement will remain in full force and effect.

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

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

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

(f) Choice of Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to any choice of law or conflict of law provision or rule. The parties agree to submit to the personal and exclusive jurisdiction of the courts located within the Borough of Manhattan, New York County, State of New York. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN THE PARTIES HERETO.

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

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

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

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

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

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

If to Client: Joshua Daniels, Chief Governance Officer
Oakland Unified School District
1000 Broadway, Suite 440
Oakland, CA 94607
joshua.daniels@ousd.org

If to New Leaders: Laura Kadetsky, General Counsel
New Leaders, Inc.
30 West 26th Street, 10th Floor
New York, NY 10010
legalteam@newleaders.org

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

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

NEW LEADERS, INC.

OAKLAND UNIFIED SCHOOL DISTRICT

DocuSigned by:

Laura Kadetsky

G.S.D. Yee

By: Laura Kadetsky

By: Gary Yee

Title: Chief Administrative Officer & General Counsel Title: President, Board of Education

Date: 8/12/2022

Date: 9-15-2022

Approved as to form by OUSD Staff Attorney
Joanna Powell on 8/11/22.

Joanna J. Powell

EXHIBIT A

New Leaders FY23 Proposal: Oakland Unified School District

July 5, 2022

Executive Summary

New Leaders is pleased to propose a partnership with Oakland Unified School District (OUSD) to continue supporting principals in Network #3 while expanding our partnership to include year-one programming for principals in Networks #2 and #4. Since 2017, New Leaders has supported leaders in Network #3 via high-leverage coaching and communities of practice. Initially, the vision for the partnership included additional audiences – both across networks and across roles – but extenuating circumstances (including but not limited to the pandemic) precluded this vision from coming to fruition. As OUSD prepares to enter the 2022-23 Academic Year, there is a unique opportunity to align standards, frameworks, competencies, and vernacular across leaders in all Elementary School Networks, ultimately establishing a shared vision of excellence for all staff and students. Accordingly, New Leaders is also pleased to propose the following professional development pathways to support all Elementary School Principals:

- **Breakthrough Leadership for Principals** for principals in Networks #2 and #4, with whom New Leaders has not previously worked;
 - This foundational pathway includes 8-10 communities of practice, high-leverage 1:1 coaching and in-person leadership walks;
 - Principals can be organized into network-specific cohorts and/or organized according to experience, competencies, etc.
- **Coaching & Strategic Leadership Support** for principals in Network #3 with whom New Leaders has previously worked;
 - This pathway is designed to gradually release participants and includes the same volume of leadership walks (2), fewer communities of practice, and more individual coaching;
 - To ensure alignment, New Leaders is pleased to welcome (at no additional cost) principals from Network #3 to join principals from Networks #2 and #4 in communities of practice that reinforce critical focus areas and competencies.

In partnership with local foundations and donors, New Leaders is pleased to offer continued philanthropic support to offset the vast majority of the cost to OUSD. Local Foundations and donors have included the following parameters in order to access funding:

- The partnership between New Leaders and OUSD must support leaders in *at least* two Networks;
- The district must commit financial resources to the partnership in the form of *at least* \$90,000.

New Leaders remains committed to supporting leaders in OUSD and we look forward to partnering with Network Chiefs to identify the appropriate programmatic structure to promote a shared culture of instructionally-focused, equity-oriented leadership across the district.

Organization Overview

For 20 years, New Leaders has worked in and with schools, districts, and states to improve school performance by developing leaders at all levels—from teacher leaders to principal supervisors—with the mindset, skills, and practice needed to drive instructional excellence at scale. We are an educational

leadership organization whose mission is driven by racial equity, social justice, and an unwavering belief in the potential of every student.

Like OUSD, we view effective school leaders as the greatest leverage point for transforming schools and students' lives. We cultivate leaders who are not afraid to do things differently. We support our partners to identify and remove barriers to student success. Our proven leadership solutions reflect the unique strengths and needs of our partners—helping them get results for their schools and students.

An independent evaluation has shown that our approach works. In 2019, RAND Corporation released an independent, multi-year evaluation confirming New Leaders' effectiveness in improving student achievement.¹ The RAND researchers found that New Leader Principals have a positive, statistically significant impact on student's math and literacy performance, providing further validation and detail on the "New Leaders effect" previously reported by RAND in 2014.²

In addition to student achievement, RAND found that New Leader Principals are retained in their roles at higher rates and support higher student attendance than their peers. New Leaders program implementation and program design teams will bring this experience and perspective to any original content-creation, thus ensuring effective succession and entry planning that positions new principals for success.

RAND named New Leaders the principal preparation program with the strongest evidence of positive impact. Related, district and charter leaders in the study reported that New Leaders understood their needs and responded to them accordingly, provided better value for the money, and built their capacity to identify highly qualified leaders in-house. To date, we have trained over 4,000 leaders who reach more than half a million students in high-need communities nationwide. Our district and school leaders work with America's highest-need students: 78 percent live in low-income households and 87 percent are children of color. Upwards of 30 percent are English Language Learners. Honoring this diversity, 64 percent of our alumni are leaders of color compared to only 20 percent nationally.

Job-embedded and Research-based Approach

Our work is grounded in adult learning theory, and we will use data to drive impact and advance student achievement. New Leaders' job-embedded approach to leadership development reflects the research that adults learn best when training is rooted in challenging, real-world work. We offer cohort-based learning, authentic practice, and expert coaching to equip participants with the ambitious leadership practices needed to be change agents. Our content and program delivery allows leaders to translate theory into practice. As part of this scope of work, New Leaders will work with stakeholders from across OUSD to develop resources, including presentations, facilitation guides, checklists, professional resources, etc. that empower principals, their teams, and their Network Supts to navigate succession and entry planning together.

Two independent studies of New Leaders found that our programming for principals-in-training demonstrated positive effects on student achievement and met Tier II evidence requirements for Every

¹ Gates et al. (2019). Preparing school leaders for success: RAND evaluation of New Leaders' Aspiring Principals program, 2012-2017. Santa Monica, CA: RAND Corporation. Retrieved from https://www.rand.org/pubs/research_reports/RR2812.html






² Gates et al. (2014) Preparing Principals to Raise Student Achievement: Implementation and Effects of the New Leaders Program in Ten Districts, Santa Monica, CA: RAND Corporation. Retrieved from https://www.rand.org/pubs/research_reports/RR507.html

Student Succeeds Act (ESSA).³ In addition, our groundbreaking research outlined in our reports *Ambitious Leadership*⁴ and *Playmakers*⁵ affirms the power of highly effective principals and school-based teams to position their schools and students for lasting success. Our partnership will allow DCPS to leverage our proven content and build the capacity of school leaders to engage in ongoing cycles of improvement that lead to sustained student outcomes.

New Leaders' Transformational Leadership Framework™

New Leaders' Transformational Leadership Framework (TLF) outlines our competency-based approach to school improvement and leadership development. The TLF defines five major categories (see Table 1 below) that are central to school improvement and the basis of our work with district, charter, and state partners. Aligned with Professional Standards for Educational Leaders, the TLF pulls from a wide evidence base and has been documented in New Leaders' book, *Breakthrough Principals*. All of our programming is based upon this proven school improvement content and custom shaped by each partner's unique priorities, needs, and strengths.

Table 1. Transformational Leadership Framework

Transformational Leadership Framework		
Learning and Teaching		Ensure that curriculum, instruction, and assessments are aligned to rigorous college and career readiness standards.
Talent Management		Ensure the development, efficacy, and sustainability of professional learning communities and teacher teams within the school; deliver actionable feedback and coach staff members to achieve excellence.
School Culture		Foster an intellectual and caring culture of deep learning, structured inquiry, and ongoing curiosity for all members of the school community including families; build this out through high expectations and shared accountability.
Planning and Operations		Create and sustain successful structures which support learning and culture for all members of the school community, including families; ensure that resources are always allocated in alignment with instructional priorities.
Personal Leadership		Define leadership stance and style; act with integrity in accordance with values; reflect frequently on performance and continually seek and make change for improvement.

³ Two independent studies of New Leaders found that our principal-in-training programming demonstrated positive effects on improved student achievement, student attendance, and stronger principal retention and met the ESSA Tier II (moderate evidence) criteria. (Gates, S.M., Baird, M., Doss, C.J., Hamilton, L., Oppen, I.M., Master, B.K., Prado Tuma, A., Vuollo, M. & Zaber, M.A. (2019). *Preparing School Leaders for Success: Evaluation of New Leaders' Aspiring Principals Program, 2012-2017*. Santa Monica, CA: RAND Corporation; Gates, S.M., Hamilton, L.S., Martorell, P., Burkhauser, P.H., Pierson, A., Baird, M., Vuollo, M., Li, J.J., Lavery, D., Harvey, M. & Gu, K. (2014). *Preparing Principals to Raise Student Achievement: Implementation and Effects of the New Leaders Program in Ten Districts*. Santa Monica, CA: RAND Corporation.)

⁴ *Ambitious Leadership: How Principals Lead Schools to College and Career Readiness*. Full text is available at <http://newleaders.org/ambitious-leadership>.

⁵ *Playmakers: How Great Principals Build and Lead Great Teams of Teachers*. Full text is available at <http://newleaders.org/playmakers>.

Focus on Equity and Commitment to Diversity

Equity is at the center of all our work. Our mission is to ensure high academic achievement for all children, especially students in poverty and students of color, by developing transformational school leaders and advancing the policies and practices that allow great leaders to succeed.

To that end, we have embedded a deep focus on equity in each category of the TLF. Specifically, in Learning and Teaching, we support school leaders to understand how to use data, systems of analysis, and action-planning to identify and address the needs of all students. Our goal is to ensure schools not only calibrate on effective practices for rigorous standards-based instruction but use differentiated approaches and instructional resources to accelerate the learning of all children.

Through our partnership, school leaders will also be positioned to improve their own personal leadership through examining their own biases and setting clear expectations for how teams and staff lead and teach from an equity mindset. Through culture and talent management, leaders will focus on creating an environment where their staff can explore the impact of internal bias in their practices and shift to more efficacious belief systems that allow all students to take on the rigorous learning required of college and career readiness standards. In this way, the TLF will become a vehicle for school and district leaders to create school cultures focused on increasing opportunities and access to high-quality learning for all students. New Leaders' focus on equity is reflected in our commitment to diversity, as represented below:

Proposed Pathway: Breakthrough Leadership for Principals

Audience: Network #2 and Network #4 Principals

Projected Participants: 30-35

Anchored in the Transformational Leadership Framework, Breakthrough Leadership for Principals is designed to build the leadership skillset of equity-focused school leaders and develop them in establishing or refining systems and structures that support both staff and student development and that promote instructional excellence and equity for all students.

Program Competencies

- Identify strengths, areas of opportunity, and next steps in one's leadership practices to ensure practices are equitable, increase leadership capacity, and maximize impact
- Develop a strong and positive school culture of shared mission and values in which equitable practices are at the forefront
- Establish, monitor, and refine equitable instructional and operational schoolwide systems and structures to effectively increase achievement for all students
- Establish an instructional leadership team and use distributed leadership to scale best practices and build the capacity of others
- Use 4-Part Action Planning to diagnose, set goals, create action plans, and monitor/adjust plans in order to drive instructional excellence and equity
- Coach instructional leadership team and teachers to improve their equitable instructional practices

Depending on the final number of participants, Breakthrough Leadership for Principals will either be offered to *all* Network #2 and Network #4 principals together, or the participants can be divided into cohorts based upon experience level and/or network. Network #3 principals are welcome (at no additional cost to OUSD) to join select communities of practice that align to and reinforce district priorities.

Proposed Pathway: Coaching & Strategic Leadership Support

Audience: Network #3 Principals

Projected Participants: 15-20

Our Coaching & Strategic Leadership Support pathway is designed to build upon the key learnings from Breakthrough Leadership for Principals and gradually release implementation of critical leadership practices to equity-focused leaders through personalized, confidential, high-impact coaching unique to their contexts and communities of practice. Participants will engage in rich reflective practices, goal setting, action planning, and executing against plans, all driving towards building capacity in leading for equity.

Program Competencies

- Identify strengths, areas of opportunity, and next steps in one's own leadership practices to ensure they are equitable, to increase leadership capacity and maximize impact
- Use 4-Part Action Planning to diagnose, set goals, create action plans, and monitor/adjust plans in order to drive instructional excellence and equity
- Develop a strong and positive school culture of shared mission and values in which equitable practices are at the forefront
- Establish, monitor, and refine equitable instructional and operational schoolwide systems and structures to effectively increase achievement for all students

In order to align standards and create opportunities for cross-pollination of key learnings, Network #3 principals will also engage in Leadership Walks and will have the opportunity to join Network #2 and Network #4 principals in select communities of practice.

Cost Proposal

New Leaders proposes a final price of \$90,000 to OUSD for ~45-50 participants distributed across the Breakthrough Leadership and Coaching & Strategic Leadership Support for Principals pathways. NOTE: This price includes a *significant* philanthropic offset, covering the vast majority of the cost of the offerings.

APPENDIX

Breakthrough Leadership for Principals SAMPLE Implementation Calendar, 2022 – 2023

Component	Location	Total Sessions	Session Length	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10
Program Orientation	Onsite/ Virtual	1	90 min	●									
Program Launch	Onsite/ Virtual	2	3 hours		●●								
Communities of Practice	Onsite/ Virtual	8	3 hours			●	●	●	●	●	●	●	●
eLearning	Virtual	2	Up to 45 mins								●	●	
Reflective Learning	Onsite/ Virtual	2	Up to 2 hours		●								●
Leadership Walks	Onsite/ Virtual	2	Up to 4 hours					●			●		
One-on-One Coaching	Onsite/ Virtual	10	Up to 1 hour	●	●	●	●	●	●	●	●	●	●

Breakthrough Leadership for Principals Topical Scope and Sequence

Program Orientation	
Program Orientation	<ul style="list-style-type: none"> ● Introduction to New Leaders ● Program expectations and components ● Clarity in roles and responsibilities, New Leaders policies ● Technology platform: The Learning Hub
Introductory Coaching	<ul style="list-style-type: none"> ● Foster strong and trusting relationships between Program Director and participants receiving coaching ● Learn about the participant's district context ● Explore the participant's personal practice - strengths and growth areas using the self-assessment tool ● Describe the coaching process and establish norms for working together
Module 1: Program Launch Transformative Leadership: Change Begins with Me	
Community of Practice	<ul style="list-style-type: none"> ● Personal Leadership and racial equity ● Facilitating critical conversations about race
Module 2: Program Launch Successfully Implementing Transformational Change	
Coaching	<ul style="list-style-type: none"> ● Transformational Leadership Framework

	<ul style="list-style-type: none"> ● Personal Leadership ● SMARTER Goals ● Establishing an ILT ● Diagnose current state of school and leadership practices
Community of Practice	<ul style="list-style-type: none"> ● Re-establishing a strong, racially equitable school culture ● Relationship building and caring for the well-being of staff and students ● Rebuilding, enhancing, and nourishing relationships ● Leveraging adaptive leadership to build capacity
Reflective Learning Exercise	<ul style="list-style-type: none"> ● Visioning ● Diagnosing ● Goal Setting ● Action Planning
Module 3 Caring for the Well-Being of Staff and Students	
Coaching	<ul style="list-style-type: none"> ● Adaptive Leadership ● Collective Efficacy ● Difficult conversations about race ● Trauma informed leadership
Community of Practice	<ul style="list-style-type: none"> ● Collective Efficacy ● Create regular dialogue that addresses race and class
Module 4 Charting the Path to Racial Equity	
Coaching	<ul style="list-style-type: none"> ● Adaptive Leadership ● Analyzing systems and structures ● Unpacking biases and unjust practices
Community of Practice	<ul style="list-style-type: none"> ● Diagnosing inequitable practices ● Creating an equitable school culture
Module 5 Instructional Excellence and Racial Equity	
eLearning	<ul style="list-style-type: none"> ● Instructional Core
Coaching	

	<ul style="list-style-type: none"> ● Adaptive Leadership ● Setting Expectations for Instruction ● Evaluating the Quality of Instruction: Task and Student Work Analysis, Collaborative Planning Structure
Community of Practice	<ul style="list-style-type: none"> ● Evaluating the quality of instruction ● Collective ownership and accountability
Leadership Walk #1	
Module 6 Coaching for Excellence and Racial Equity	
Coaching	<ul style="list-style-type: none"> ● Adaptive Leadership ● Observing for the Instructional Core ● Meta-Coaching
Community of Practice	<ul style="list-style-type: none"> ● Meta-coaching and targeted feedback ● Observation and coaching cycles
eLearning	<ul style="list-style-type: none"> ● Leadership Walks
Module 7 Using Data to Support Racial Equity	
Coaching	<ul style="list-style-type: none"> ● Adaptive Leadership ● School-Lead Leadership Walk Debriefs ● Data Analysis & Various Data Sources ● Using Data to Shift Adult Practice ● Short Cycle Action Planning
Community of Practice	<ul style="list-style-type: none"> ● Use of student work and data sources to shift adult practices ● Use of multiple forms of data for decision making schoolwide ● Data-driven instruction and equity
Module 8 Equity-Focused Academic Recovery	
Coaching	<ul style="list-style-type: none"> ● Adaptive Leadership ● Targeted Instruction ● Interventions & Accelerations ● Assessments

	<ul style="list-style-type: none"> Strategic Lesson Planning for Interventions
Community of Practice	<ul style="list-style-type: none"> Master scheduling Corrective instruction, interventions, and accelerations
Leadership Walk #2	
Module 9 Equitable Professional Learning	
Coaching	<ul style="list-style-type: none"> Monitoring Implementation Holding Teams Accountable Reallocating Resources---American Rescue Plan funds (COVID-19 funding) Leadership Walk Debrief
Community of Practice	<ul style="list-style-type: none"> Using multiple forms of data to plan for professional learning Allocating Resources
Module 10 Equity-Based Sustainability Planning	
Coaching	<ul style="list-style-type: none"> Personal Leadership Reassessing the ILT Sustaining the work Distributed Leadership Progress to Goals
Community of Practice	<ul style="list-style-type: none"> Assessing ILT talent Reexamination of personal leadership
Reflective Learning Exercise	End of Program Diagnostic <ul style="list-style-type: none"> Reflect on vision Reflect on progress to goals: diagnostic, SMARTER Goal, and Action Plan Planning for next year

NOTE: There is light asynchronous pre-work for each module.

Coaching & Strategic Leadership Support SAMPLE Implementation Calendar 2022-2023

Component	Location	Total Session s	Session Length	Month h 1	Month h 2	Month h 3	Month h 4	Month h 5	Month h 6	Month h 7	Month 8	Month h 9	Month h 10
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Program Orientation	Onsite/Virtual	1	90 min	●									
Program Launch	Onsite/Virtual	1	4 hours	●									
Communities of Practice	Virtual	2	4 hours		●				●				●
eLearning	Virtual	2	Up to 45 mins	●									
Reflective Learning	Onsite/Virtual	2	Up to 2 hours		●								●
Leadership Walks	Onsite/Virtual	2	Up to 4 hours					●			●		
One-on-One Coaching	Onsite/Virtual	Varies	Up to 12 hours	To be scheduled									

Coaching & Strategic Leadership Support Topical Scope and Sequence

Program Orientation	
Program Orientation	<ul style="list-style-type: none"> ● Introduction to New Leaders ● Program expectations and components ● Clarity in roles and responsibilities, New Leaders policies ● Technology platform: The Learning Hub
Module 1-Program Launch Goal Setting and Action Planning	
eLearning	<ul style="list-style-type: none"> ● 4-Part Action Planning Process ● All Means All
Community of Practice	<ul style="list-style-type: none"> ● Examine personal leadership and equity ● Reflect on personal leadership ● Identify and address beliefs and biases
Coaching Window & Beginning-of-Program Reflective Learning Exercise	<ul style="list-style-type: none"> ● Vision Setting ● Beginning of Program: Goal and action plan
Module 2 Progress Monitoring	
Community of Practice	<ul style="list-style-type: none"> ● Share progress to goals ● Thought partner around problems of practice ● Adjust action plans
Coaching Window	<ul style="list-style-type: none"> ● Implementation of leadership practices ● Goal and action plan
Module 3 Ending the Year Strong	
Community of Practice	<ul style="list-style-type: none"> ● Share progress to goals ● Share successes and challenges

	<ul style="list-style-type: none">• Prepare to sustain the work
Coaching Window & End-of-Program Reflective Learning Exercise	<ul style="list-style-type: none">• Implementation of leadership practices• Goal and action plan