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

# Board Cover Memorandum

**To** Board of Education

**From** Kyla Johnson-Trammell, Superintendent

**Meeting Date** October 11, 2023

**Subject** 2023-2024 Service Agreement (Cost) with:  
Contractor: NEW LEADERS, NEW YORK, NY  
Services For: 956-Continuous School Improvement Department

## Ask of the Board

Ratification by the Board of Education of a Services Agreement 2023-2024 by and between the District and NEW LEADERS, NEW YORK, NY, for the latter to provide: leadership programming for Network Superintendents and Elementary School principals. New Leaders will support all Elementary School principals with select communities of practice and coaching, while gradually releasing veteran program participants to deploy the distributive and adaptive leadership skills that serve as the foundation of the OUSD/New Leaders partnership for the period of August 14, 2023 through June 30, 2024 in an amount not to exceed \$90,000.00.

## Background

(Why are they needed? Why was this vendor selected?)

Network leaders and principals have benefitted from side-by-side coaching and support around instructional leadership through New Leaders programming in the last few years. Continued work in this area offered to all principals will allow for the development of shared language and best practices across the elementary networks in supervising and supporting systems for high quality instruction, distributed leadership and accelerated student outcomes across Elementary schools.

Term Start Date: 08/14/2023 End Date: 06/30/2024

Not-To-Exceed Amount & Funding Source(s) 0006 Funding Resource name(s) (detailed below) not to exceed: \$90,000.00.

S&C Carryover

Competitively Bid  Yes  No If the Service Agreement was not competitively bid and the not-to-exceed amount is more than \$109,300.00, list the exception(s) that applies:

Services Agreement under \$109,300.00

District In-Kind Contributions OUSD Staff Time (Beyond Basic Supervision & Support):  Yes  No

Supplies and Materials (Including Food) :  Yes  No

District Facilities Workspace:  Yes  No

Technology Hardware and/or Software:  Yes  No

Other:  Yes  No

**Specific Outcomes** As a result of the contractor’s services, Elementary Network Principals and Leaders will continue Year 2 of leadership programming for Network Superintendents and Elementary School principals. For the 2023-24 Academic Year, New Leaders will support all Elementary School principals with select communities of practice and coaching, while gradually releasing veteran program participants to deploy the distributive and adaptive leadership skills that serve as the foundation of the OUSD/NL partnership. There are three professional development pathways offered for OUSD leaders this year: Strengthening Systems Level Leadership for Network Superintendents, Coaching & Strategic Leadership Support, and Coaching and Application.

**SPSA Alignment (required if using State or Federal Funds)**

- Action Item included in Board Approved SPSA (no additional documentation required).  
If so, enter Item Number: \_\_\_\_\_
  
- Action Item added as modification to Board Approved SPSA. If so, school site must submit the following documents to the Strategic Resource Planning for approval through the Escape workflow process:
  - Meeting announcement for meeting in which the SPSA modification was approved.
  - Minutes for meeting in which the SPSA modification was approved indicating approval of the modification.
  - Sign-in sheet for meeting in which the SPSA modification was approved.

**Attachment(s)** 2023-2024 Services Agreement including Scope of Work

## Services Agreement 2023-2024

This Services Agreement (“AGREEMENT”) is a legally binding contract entered into between the Oakland Unified School District (“OUSD”) and the entity or individual (“VENDOR,” together with OUSD, “PARTIES”) named in **Exhibit A**, attached hereto and incorporated herein by reference. Unless otherwise stated herein, “VENDOR INDIVIDUAL” includes (to the extent they exist): VENDOR Board members, officers, trustees, and directors; VENDOR employees, agents, consultants, contractors and subcontractors, representatives, and other similar individuals; and volunteers and others unpaid persons under VENDOR’s direction, invitation, or control.

The PARTIES hereby agree as follows:

1. **Services.** VENDOR shall provide the services (“SERVICES”) as described in **Exhibit A**.
2. **Term.** The term (“TERM”) of this AGREEMENT is established in **Exhibit A**.
3. **Compensation.**
  - a. Over the TERM, OUSD agrees to pay VENDOR the amount of money stated in **Exhibit A** for satisfactorily performing the SERVICES. OUSD shall not pay and shall not be liable to VENDOR for any costs or expenses paid or incurred by VENDOR not described in **Exhibit A**.
  - b. Compensation for SERVICES performed outside of the TERM (e.g., prior to execution of this AGREEMENT or after its termination) shall be at OUSD’s sole discretion and in an amount solely determined by OUSD. VENDOR agrees that it shall not expect or demand compensation for the performance of such SERVICES.
  - c. VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and VENDOR shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or the OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.
  - d. Payment for SERVICES shall be made for all undisputed amounts no more frequently than in monthly installment payments within sixty (60) days after VENDOR submits an invoice to OUSD, in accordance with Paragraph 4 (Invoicing), for the SERVICES actually performed and after OUSD’s written approval that the SERVICES were actually performed. The granting of any payment by OUSD, or the receipt thereof by VENDOR, shall in no way lessen the liability of VENDOR to correct unsatisfactory performance of SERVICES, even if the unsatisfactory character of the performance was not apparent or detected at the time a payment was made. If OUSD determines that VENDOR’s performance does not conform to the requirements of this AGREEMENT, VENDOR agrees to correct its performance without delay.

4. **Invoicing.** Invoices furnished by VENDOR under this AGREEMENT must be in a form acceptable to OUSD.
  - a. All amounts paid by OUSD shall be subject to audit by OUSD. Invoices shall include, without limitation: VENDOR name, VENDOR address, invoice date, invoice number, purchase order number, name of school or department to which the SERVICES were provided, name(s) of the person(s) performing the SERVICES, date(s) the SERVICES were performed, brief description of the SERVICES provided on each date, total invoice amount, and the basis for the total invoice amount (e.g., if hourly rate, the number of hours on each date and the rate for those hours).
  - b. If OUSD, at its sole discretion, determines an invoice fails to include the required elements, OUSD will not pay the invoice and will inform VENDOR of the missing items; VENDOR shall resubmit an invoice that includes the required elements before OUSD will pay the invoice.
  - c. Invoices must be submitted no more frequently than monthly, and within 30 days of the conclusion of the applicable billing period. OUSD reserves the right to refuse to pay untimely invoices.
  - d. OUSD reserves the right to add or change invoicing requirements. If OUSD does add or change invoicing requirements, it shall notify VENDOR in writing and the new or modified requirements shall be mandatory upon receipt by VENDOR of such notice.
  - e. To the extent that VENDOR has described how the SERVICES may be provided both in-person and not in-person, VENDOR's invoices shall—in addition to any invoice requirement added or changed under subparagraph (d)—indicate whether the SERVICES were provided in-person or not.
  - f. All invoices furnished by VENDOR under this AGREEMENT shall be delivered to OUSD via email unless OUSD requests, in writing, a different method of delivery.
  
5. **Suspension.** If OUSD, at its sole discretion, develops health and safety concerns related to VENDOR's provision of SERVICES, then the OUSD Superintendent or an OUSD Chief may, upon approval by OUSD legal counsel, issue a notice to VENDOR to suspend this AGREEMENT, in which case VENDOR shall stop providing SERVICES under this AGREEMENT until further notice from OUSD. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of suspension.
  
6. **Termination.** Upon termination consistent with this Paragraph (Termination), VENDOR shall provide OUSD with all materials produced, maintained, or collected by VENDOR pursuant to this AGREEMENT, whether or not such materials are complete or incomplete or are in final or draft form.
  - a. For Convenience by OUSD. OUSD may at any time terminate this AGREEMENT upon thirty (30) days prior written notice to VENDOR. OUSD shall compensate VENDOR for SERVICES satisfactorily provided through the date of termination. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or thirty (30) days after the notice was

provided, whichever is later. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.

- b. For Cause. Either PARTY may terminate this AGREEMENT by giving written notice of its intention to terminate for cause to the other PARTY. Written notice shall contain the reasons for such intention to terminate, which shall include (i) material violation of this AGREEMENT or (ii) if either PARTY is adjudged bankrupt, makes a general assignment for the benefit of creditors, or a receiver is appointed on account of its insolvency. Upon approval by OUSD legal counsel, the OUSD Superintendent or an OUSD Chief may issue the termination notice without prior approval by the OUSD Governing Board, in which case this AGREEMENT would terminate upon ratification of the termination by the OUSD Governing Board or three (3) days after the notice was provided, whichever is later, unless the condition or violation ceases or satisfactory arrangements for its correction are made. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent or OUSD Chief.
  - c. Due to Unforeseen Emergency or Acts of God. Notwithstanding any other language of this AGREEMENT, if there is an unforeseen emergency or an Act of God during the TERM that would prohibit or limit, at the sole discretion of OUSD, the ability of VENDOR to perform the SERVICES, OUSD may terminate this AGREEMENT upon seven (7) days prior written notice to VENDOR. The OUSD Governing Board may issue this type of termination notice or the OUSD Superintendent, upon approval by OUSD legal counsel, may issue this type of the termination notice without the need for approval or ratification by the OUSD Governing Board. VENDOR shall immediately stop providing SERVICES upon receipt of the termination notice from the OUSD Superintendent.
  - d. Due to Failure to Ratify by OUSD Board. If, consistent with Paragraph 41 (Signature Authority), this AGREEMENT is executed on behalf of OUSD by the signature of the Superintendent, a Chief, a Deputy Chief, or an Executive Director, and the Board thereafter declines to ratify this AGREEMENT, this AGREEMENT shall automatically terminate on the date that the Board declines to ratify it. OUSD shall compensate VENDOR for the SERVICES satisfactorily provided through the date of termination.
7. **Data and Information Requests.**
- a. VENDOR shall timely provide OUSD with any data and information OUSD reasonably requests related to the provision of the SERVICES.
  - b. VENDOR shall register with and maintain current information within OUSD's Community Partner database unless OUSD communicates to VENDOR in writing otherwise, based on OUSD's determination that the SERVICES are not related to community school outcomes. If and when VENDOR's programs and school site(s) change (either midyear or in subsequent years), VENDOR shall promptly update the information in the database.

8. **Confidentiality and Data Privacy.**

- a. OUSD may share information with VENDOR pursuant to this AGREEMENT in order to further the purposes thereof. VENDOR and VENDOR INDIVIDUALS shall maintain the confidentiality of all information received in the course of performing the SERVICES, provided such information is (i) marked or identified as “confidential” or “privileged,” or (ii) reasonably understood to be confidential or privileged.
- b. VENDOR understands that student data is confidential. VENDOR or VENDOR INDIVIDUALS may only access or receive identifiable student data, other than directory information, in connection with this AGREEMENT only after VENDOR and OUSD execute (i) a California Student Data Privacy Agreement (“CSDPA”) or CSDPA Exhibit E, if VENDOR is a software vendor, or (ii) the OUSD Data Sharing Agreement, if VENDOR is not a software vendor. Notwithstanding Paragraph 24 (Indemnification), should VENDOR or VENDOR INDIVIDUALS access or receive identifiable student data, other than directory information, without first executing such an agreement, VENDOR shall be solely liable for any and all claims or losses resulting from its access or receipt of such data.
- c. All confidentiality requirements, including those set forth in the separate data sharing agreement, extend beyond the termination of this AGREEMENT.

9. **Copyright/Trademark/Patent/Ownership.** VENDOR understands and agrees that all matters produced under this AGREEMENT, excluding any intellectual property that existed prior to execution of this AGREEMENT, shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of OUSD. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any other original works of authorship, or other documents prepared by VENDOR in connection with the SERVICES performed under this AGREEMENT. VENDOR cannot use, reproduce, distribute, publicly display, perform, alter, remix, or build upon matters produced under this AGREEMENT without OUSD’s express written permission. OUSD shall have all right, title and interest in said matters, including the right to register the copyright, trademark, and/or patent of said matter in the name of OUSD. OUSD may, with VENDOR’s prior written consent, use VENDOR’s name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

10. **Alignment and Evaluation.**

- a. VENDOR agrees to work and communicate with OUSD staff, both formally and informally, to ensure that the SERVICES are aligned with OUSD’s mission and are meeting the needs of students as determined by OUSD.
- b. OUSD may evaluate VENDOR or VENDOR INDIVIDUALS in any reasonable manner which is permissible under the law. OUSD’s evaluation may include, without limitation: (i) requesting that OUSD employee(s) evaluate the performance of

VENDOR or VENDOR INDIVIDUALS, and (ii) announced and unannounced observance of VENDOR or VENDOR INDIVIDUALS.

11. **Inspection and Approval.** VENDOR agrees that OUSD has the right and agrees to provide OUSD with the opportunity to inspect any and all aspects of the SERVICES performed including, but not limited to, any materials (physical or electronic) produced, created, edited, modified, reviewed, or otherwise used in the preparation, performance, or evaluation of the SERVICES. In accordance with Paragraph 3 (Compensation), the SERVICES performed by VENDOR must meet the approval of OUSD, and OUSD reserves the right to direct VENDOR to redo the SERVICES, in whole or in part, if OUSD, in its sole discretion, determines that the SERVICES were not performed in accordance with this AGREEMENT.
12. **Equipment and Materials.** VENDOR shall provide all equipment, materials, and supplies necessary for the performance of this AGREEMENT.
13. **Legal Notices.** Based on contact information set forth in **Exhibit A**, all legal notices provided for under this AGREEMENT shall be sent: (i) via email, (ii) personally delivered during normal business hours, or (iii) sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other PARTY. Notice shall be effective when received if personally served or emailed or, if mailed, three days after mailing. Either PARTY must give written notice of a change of mailing address or email.
14. **Status.**
  - a. This is not an employment contract. VENDOR, in the performance of this AGREEMENT, shall be and act as an independent contractor.
  - b. If VENDOR is a natural person, VENDOR verifies all of the following:
    - (i) VENDOR is free from the control and direction of OUSD in connection with VENDOR's work;
    - (ii) VENDOR's work is outside the usual course of OUSD's business; and
    - (iii) VENDOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed for OUSD.
  - c. If VENDOR is a business entity, VENDOR understands and agrees that it and any and all VENDOR INDIVIDUALS shall not be considered employees 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. VENDOR 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 VENDOR INDIVIDUALS. VENDOR verifies all of the following:
    - (i) VENDOR is free from the control and direction of OUSD in connection with the performance of the work;
    - (ii) VENDOR is providing the SERVICES directly to OUSD rather than to customers of OUSD;



- (iii) the contract between OUSD and VENDOR is in writing;
- (iv) VENDOR has the required business license or business tax registration, if the work is performed in a jurisdiction that requires VENDOR to have a business license or business tax registration;
- (v) VENDOR maintains a business location that is separate from the business or work location of OUSD;
- (vi) VENDOR is customarily engaged in an independently established business of the same nature as that involved in the work performed;
- (vii) VENDOR actually contracts with other businesses to provide the same or similar services and maintains a clientele without restrictions from OUSD;
- (viii) VENDOR advertises and holds itself out to the public as available to provide the same or similar services;
- (ix) VENDOR provides its own tools, vehicles, and equipment to perform the SERVICES;
- (x) VENDOR can negotiate its own rates;
- (xi) VENDOR can set its own hours and location of work; and
- (xii) VENDOR is not performing the type of work for which a license from the Contractor's State License Board is required, pursuant to Chapter 9 (commencing with section 7000) of Division 3 of the Business and Professions Code.

15. **Qualifications, Training, and Removal.**

- a. VENDOR represents and warrants that VENDOR and all VENDOR INDIVIDUALS have the necessary and sufficient experience, qualifications, and ability to perform the SERVICES in a professional manner, without the advice, control or supervision of OUSD. VENDOR will perform the SERVICES in accordance with generally and currently accepted principles and practices of its profession for services to California school districts and in accordance with applicable laws, codes, rules, regulations, and/or ordinances.
- b. VENDOR represents and warrants that all VENDOR INDIVIDUALS are specially trained, experienced, competent and fully licensed to provide the SERVICES identified in 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.
- c. VENDOR agrees to immediately remove or cause the removal of any VENDOR INDIVIDUAL from OUSD property upon receiving notice from OUSD of such desire. OUSD is not required to provide VENDOR with a basis or explanation for the removal request.

16. **Certificates/Permits/Licenses/Registration.** VENDOR shall ensure that all VENDOR INDIVIDUALS secure and maintain in force such certificates, permits, licenses, and registration as are required by law in connection with the furnishing of the SERVICES pursuant to this AGREEMENT.

17. **Insurance.**

- a. Commercial General Liability Insurance. VENDOR shall maintain Commercial General Liability Insurance, including automobile coverage, with limits of at least one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate, sexual misconduct, harassment, bodily injury and property damage. Coverage for corporal punishment, sexual misconduct, and harassment may either be provided through General Liability Insurance or Professional Liability Insurance. The coverage shall be primary as to OUSD and shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this AGREEMENT (and within 15 days of each new policy year thereafter during the TERM). Evidence of insurance shall be attached to this AGREEMENT or otherwise provided to OUSD upon request. 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 VENDOR. The policy shall protect VENDOR 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. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. Workers' Compensation Insurance. VENDOR shall procure and maintain, at all times during the TERM of this AGREEMENT, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

18. **Testing and Screening.**

- a. Tuberculosis Screening. VENDOR shall ensure that all VENDOR INDIVIDUALS who will be working at OUSD sites for more than six hours in total during the TERM or who work with students (regardless of the length of time) have submitted to a tuberculosis risk assessment as required by Education Code section 49406 within the prior 60 days. If tuberculosis risk factors were identified for a VENDOR INDIVIDUAL, that VENDOR INDIVIDUAL must submit to an intradermal or other approved tuberculosis examination to determine if that VENDOR INDIVIDUAL is free of infectious tuberculosis. If the results of the examination are positive, VENDOR shall obtain an x-ray of the lungs. VENDOR, at its discretion, may choose to submit a VENDOR INDIVIDUAL to the examination instead of the risk assessment. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.
- b. Fingerprinting/Criminal Background Investigation. For all VENDOR INDIVIDUALS providing the SERVICES, VENDOR shall ensure completion of fingerprinting and criminal background investigation and shall request and regularly review

subsequent arrest records. VENDOR confirms that no VENDOR INDIVIDUAL providing the SERVICES has been convicted of a felony, as that term is defined in Education Code section 45122.1. VENDOR shall provide the results of the investigations and subsequent arrest notifications to OUSD. For purposes of this subparagraph, VENDOR shall use either California Department of Justice or Be A Mentor, Inc. (<http://beamentor.org/OUSDPartner>) finger-printing and subsequent arrest notification services. The requirements of this subparagraph may be specifically waived as noted in **Exhibit A**.

19. **Incident/Accident/Mandated Reporting.**

- a. VENDOR shall notify OUSD, via email pursuant to Paragraph 13 (Legal Notices), within twelve (12) hours of learning of any significant accident or incident in connection with the provision of the SERVICES. Examples of a significant accident or incident include, without limitation, an accident or incident that involves law enforcement, or possible or alleged criminal activity, or possible or actual exposure to a communicable disease such as COVID-19. VENDOR shall properly submit required accident or incident reports within one business day pursuant to the procedures specified by OUSD. VENDOR shall bear all costs of compliance with this Paragraph.
- b. To the extent that a VENDOR INDIVIDUAL is included on the list of mandated reporters found in Penal Code section 11165.7, VENDOR agrees to inform that VENDOR INDIVIDUAL, in writing, that they are a mandated reporter, and describing the associated obligations to report suspected cases of abuse and neglect pursuant to Penal Code section 11166.5.

20. **Health and Safety Orders and Requirements; Site Closures.**

- a. VENDOR shall adhere to any health or safety orders or requirements issued at the time of the execution of this AGREEMENT or in the future by OUSD or other public entities ("Orders").
- b. Except as possibly stated otherwise in **Exhibit A**, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT in accordance with any Order; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- c. Except as possibly stated otherwise in **Exhibit A**, to the extent that there may be a site closure (e.g., due to poor air quality, planned loss of power, strike) or similar event in which school sites and/or District offices may be closed or otherwise inaccessible, VENDOR is able to meet its obligations and perform the SERVICES required pursuant to this AGREEMENT; to the extent that VENDOR becomes unable to do so, VENDOR shall immediately inform OUSD in writing.
- d. VENDOR shall bear all costs of compliance with this Paragraph, including but not limited lost compensation for failure to provide SERVICES.

21. **Conflict of Interest.**
- a. VENDOR and all VENDOR INDIVIDUALS shall abide by and be subject to all applicable, regulations, statutes, or other laws regarding conflict of interest. VENDOR shall not hire, contract with, or employ any officer or employee of OUSD during the TERM without the prior approval of OUSD Legal Counsel.
  - b. VENDOR affirms, to the best of his/her/its knowledge, that there exists no actual or potential conflict of interest between VENDOR's family, business, or financial interest and the SERVICES provided under this AGREEMENT, and in the event of any change in either private interest or the SERVICES under this AGREEMENT, any question regarding a possible conflict of interest which may arise as a result of such change will be immediately brought to OUSD's attention in writing.
  - c. Through its execution of this AGREEMENT, VENDOR acknowledges that it is familiar with the provisions of section 1090 *et seq.* and section 87100 *et seq.* of the Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event VENDOR receives any information subsequent to execution of this AGREEMENT which might constitute a violation of said provisions, VENDOR agrees it shall immediately notify OUSD in writing.
22. **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** VENDOR 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 AGREEMENT, certifies that neither it nor its principals appear on the Excluded Parties List (<https://www.sam.gov/>).
23. **Limitation of OUSD Liability.** Other than as provided in this AGREEMENT, OUSD's financial obligations under this AGREEMENT shall be limited to the compensation described in Paragraph 3 (Compensation). 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.
24. **Indemnification.**
- a. To the furthest extent permitted by California law, VENDOR shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("OUSD Indemnified Parties") from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of VENDOR's performance of this AGREEMENT. VENDOR also agrees to hold harmless, indemnify, and defend OUSD Indemnified Parties from any and all claims or losses incurred by any supplier or subcontractor furnishing work, services, or materials to VENDOR arising out of the performance of this AGREEMENT. VENDOR shall, to the fullest extent permitted by California law, defend OUSD Indemnified Parties at VENDOR's own expense, including attorneys'

fees and costs, and OUSD shall have the right to accept or reject any legal representation that VENDOR proposes to defend OUSD Indemnified Parties.

- b. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless VENDOR and VENDOR INDIVIDUALS from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this AGREEMENT. OUSD shall, to the fullest extent permitted by California law, defend VENDOR and VENDOR INDIVIDUALS at OUSD's own expense, including attorneys' fees and costs.
25. **Audit.** VENDOR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of VENDOR transacted under this AGREEMENT. VENDOR shall retain these books, records, and systems of account during the TERM and for three (3) years after the earlier of (i) the TERM or (ii) the date of termination. VENDOR shall permit OUSD, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the SERVICES covered by this AGREEMENT. Audit(s) may be performed at any time, provided that OUSD shall give reasonable prior notice to VENDOR and shall conduct audit(s) during VENDOR'S normal business hours, unless VENDOR otherwise consents.
  26. **Non-Discrimination.** It is the policy of OUSD that, in connection with all work performed under legally binding agreements, there be no discrimination because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age; therefore, VENDOR 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, VENDOR agrees to require like compliance by all its subcontractor (s). VENDOR shall not engage in unlawful discrimination in employment on the basis of actual or perceived: race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, sexual orientation, or other legally protected class.
  27. **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, VENDORS, or subcontractors are to use controlled substances, alcohol or tobacco on these sites.
  28. **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 subsequent act from constituting a violation of this AGREEMENT.
  29. **Assignment.** The obligations of VENDOR under this AGREEMENT shall not be assigned by VENDOR without the express prior written consent of OUSD and any assignment without the express prior written consent of OUSD shall be null and void.

30. **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.
31. **Litigation.** This AGREEMENT shall be deemed to be performed in Oakland, California and is governed by the laws of the State of California, but without resort to California's principles and laws regarding conflict of laws. The Alameda County Superior Court shall have jurisdiction over any litigation initiated to enforce or interpret this AGREEMENT.
32. **Incorporation of Recitals and Exhibits.** Any recitals and exhibits attached to this AGREEMENT are incorporated herein by reference. VENDOR agrees that to the extent any recital or document incorporated herein conflicts with any term or provision of this AGREEMENT, the terms and provisions of this AGREEMENT shall govern.
33. **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.
34. **Severability.** If any term, condition, or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
35. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this AGREEMENT shall be deemed to be inserted herein and this AGREEMENT shall be read and enforced as though it were included therein.
36. **Captions and Interpretations.** Paragraph headings in this AGREEMENT are used solely for convenience, and shall be wholly disregarded in the construction of this AGREEMENT. No provision of this AGREEMENT shall be interpreted for or against a PARTY because that PARTY or its legal representative drafted such provision, and this AGREEMENT shall be construed as if jointly prepared by the PARTIES.
37. **Calculation of Time.** For the purposes of this AGREEMENT, "days" refers to calendar days unless otherwise specified and "hours" refers to hours regardless of whether it is a work day, weekend, or holiday.
38. **Counterparts and Electronic Signature.** This AGREEMENT, and all amendments, addenda, and supplements to this AGREEMENT, may be executed in one or more counterparts, all of which shall constitute one and the same amendment. Any counterpart may be executed and delivered by facsimile or other electronic signature (including portable document format) by either PARTY and, notwithstanding any statute or regulations to the contrary (including, but not limited to, Government Code section 16.5 and the regulations

promulgated therefrom), the counterpart shall legally bind the signing PARTY and the receiving PARTY may rely on the receipt of such document so executed and delivered electronically or by facsimile as if the original had been received. Through its execution of this AGREEMENT, each PARTY waives the requirements and constraints on electronic signatures found in statute and regulations including, but not limited to, Government Code section 16.5 and the regulations promulgated therefrom.

39. **W-9 Form.** If VENDOR is doing business with OUSD for the first time, VENDOR acknowledges that it must complete and return a signed W-9 form to OUSD.
40. **Agreement Publicly Posted.** This AGREEMENT, its contents, and all incorporated documents are public documents and will be made available by OUSD to the public online via the Internet.
41. **Signature Authority.**
  - a. Each PARTY has the full power and authority to enter into and perform this AGREEMENT, and the person(s) signing this AGREEMENT on behalf of each PARTY has been given the proper authority and empowered to enter into this AGREEMENT.
  - b. Notwithstanding subparagraph (a), VENDOR acknowledges, agrees, and understands (i) that only the Superintendent, and the Chiefs, Deputy Chiefs, and Executive Directors who have been delegated such authority, may validly sign contracts for OUSD and only under limited circumstances, and (ii) that all such contract still require ratification by the OUSD Governing Board. VENDOR agrees not to accept the signature of another other individual as having the proper authority to enter into this AGREEMENT on behalf of OUSD.
42. **Contract Contingent on Governing Board Approval.** The PARTIES acknowledge, agree, and understand that OUSD shall not be bound by the terms of this AGREEMENT unless and until it has been (i) formally approved by OUSD's Governing Board or (ii) validly and properly executed by the OUSD Superintendent, a Chief, or a Deputy Chief authorized by the Education Code or Board Policy, and no compensation shall be owed or made to VENDOR absent such formal approval or valid and proper execution.

REST OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the PARTIES hereto agree and execute this AGREEMENT and to be bound by its terms and conditions:

VENDOR

Name: NEW LEADERS Signature: Laura Kadetsky

Position: Officer (Executive) Date: 09/13/2023

*One of the terms and conditions to which VENDOR specifically agrees by its signature is subparagraph (c) of Paragraph 3 (Compensation), which states that VENDOR acknowledges and agrees not to expect or demand compensation for any SERVICES performed prior to the PARTIES, particularly OUSD, validly and properly executing this AGREEMENT and shall not rely on verbal or written communication from any individual, other than the OUSD Superintendent or OUSD Legal Counsel, stating that OUSD has validly and properly executed this AGREEMENT.*

OUSD

Name: KYLA JOHNSON Signature: 

Position: SUPERINTENDENT Date: 09/13/2023

- Board President (for approvals)
- Chief/Deputy Chief/Executive Director (for ratifications)

Name: Kyla Johnson-Trammell Signature: 

Position: Superintendent Date: 10/13/2023

Template approved as to form by OUSD Legal Department.



**SERVICES AGREEMENT 2023-24**  
**EXHIBIT A**

(Paragraph numbers in Exhibit A corresponds to the applicable Paragraph number in this Agreement. Unless otherwise stated herein, the information in Exhibit A is typically provided by VENDOR.)

**VENDOR:** NEW LEADERS

1. **Services.** Describe the SERVICES VENDOR will provide:

See Attached Scope of Work

2. **Term.**

- a. This AGREEMENT shall start on the below Start Date. If no date is entered, then this AGREEMENT shall start on the latest of the dates on which each of the PARTIES signed this AGREEMENT.

**Start Date:** August 14, 2023

- b. Unless terminated earlier, this AGREEMENT shall end on the below End Date. If no date is entered, then this AGREEMENT shall end on the first June 30 after start date listed in subparagraph (a). If the dates set forth in this subparagraph and subparagraph (a) would cause this AGREEMENT to exceed the limits set forth in state law (e.g., Education Code section 17596), this AGREEMENT shall instead automatically end upon reaching said limit.

**End date:** June 30, 2024

3. **Compensation.**

- a. The basis for payment to VENDOR shall be:

Hourly Rate: \_\_\_\_\_ per hour

Daily Rate: \_\_\_\_\_ per day

Weekly Rate: \_\_\_\_\_ per week

Monthly Rate: \$9,000.00 per month

Per Student Served Rate: \_\_\_\_\_ per student served

Performance/Deliverable Payments: Describe below the performance and/or deliverable(s) as well as the associated rate(s):

- b. Over the TERM, the total compensation under this AGREEMENT shall not exceed the below amount. This sum includes (but is not limited to) compensation for the full performance of this AGREEMENT and all fees, costs, and expenses incurred by VENDOR including (but not limited to) labor, materials, taxes, profit, overhead, travel, insurance, permitted subcontractor costs, and other costs.

**Not-To-Exceed Amount:** \$90,000.00

13. **Legal Notices.**

OUSD

Site/Dept: Legal Department

Address: 1011 Union Street, Site 946

City, ST Zip: Oakland, CA 94607

Phone: 510-879-5060

Email: [ousdlegal@ousd.org](mailto:ousdlegal@ousd.org)

VENDOR

Name/Dept: NEW LEADERS

Address: 101 West 23rd St #300

City, ST Zip: NEW YORK, NY 10011

Phone: 917-294-5900

Email: lkadetsky@newleaders.org

17. **Insurance.** (Completed by OUSD.) OUSD has waived the following insurance requirements.

*Commercial General Liability Insurance.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual) and the not-to-exceed amount is \$25,000 or less.

*Workers' Compensation Insurance.* Waiver typically available by OUSD if VENDOR has no employees.

18. **Testing and Screening.** (Completed by OUSD.) OUSD has waived the following testing and screening requirements.

*Tuberculosis Screening.* Waiver typically available by OUSD if VENDOR INDIVIDUALS will have no in-person contact with OUSD students.

*Fingerprinting/Criminal Background Investigation.* Waiver typically available by OUSD if no VENDOR INDIVIDUAL interacts or has contact with OUSD students (in-person or virtual).

20. **Health and Safety Orders and Requirements; Site Closures.** If there is an Order or event in which school sites and/or District offices may be closed or otherwise inaccessible, would the SERVICES be able to continue?

No, the SERVICES would not be able to continue.

Yes, the SERVICES would be able to continue as described in Paragraph 1 of Exhibit A.

Yes, but the SERVICES would be different than described in Paragraph 1 of Exhibit A as follows:

Professional Development sessions would be moved to Zoom.

# New Leaders FY24 Proposal: Oakland Unified School District

June 14, 2023

## Executive Summary

New Leaders is pleased to propose a partnership with Oakland Unified School District (OUSD) to continue supporting Network Superintendents and Elementary School principals. Since 2017, New Leaders has supported leaders in Network #3 via high-leverage coaching and communities of practice, while support for leaders in Networks #2 and #4 began in 2022. New Leaders has provided consultative communities of practice and leadership coaching to Network Superintendents since 2021. As OUSD prepares to enter the 2023-24 Academic Year, New Leaders proposes to continue to support all Elementary School principals with select communities of practice and coaching, while gradually releasing veteran program participants to deploy the distributive and adaptive leadership skills that serve as the foundation of our partnership. Accordingly, New Leaders is also pleased to propose the following professional development pathways for OUSD leaders:

- **Strengthening Systems Level Leadership** for Network Superintendents
  - Year two of SSSL Programming features four additional collaboratively designed communities of practice to align systems and standard across Elementary School Networks;
  - New Leaders' coaches and program directors will continue to support Network Superintendents via high leverage, 1:1 coaching
- **Coaching & Strategic Leadership Support** for principals in Network #2 and Network #4
  - 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 than they experienced in Year 1 Programming: Breakthrough Leadership;
  - To ensure alignment, New Leaders is pleased to welcome principals from Network #3 to join principals from Networks #2 and #4 in ALL Leadership Walks
- **Opti-In Coaching and Two Communities of Practice** for principals in Networks #3
  - As principals from Network #3 have received multiple years of New Leaders' programmatic content, OUSD and New Leaders agree that during SY23-24, principals should feel empowered to put learnings into practice. Accordingly, New Leaders will not run a comprehensive program for Network #3 principals.
  - However, Network #3 principals will be asked to join Leadership walks with Network #2 and Network #4 leaders, and Network Supts and Principals will align on priority content for two communities of practice during SY2023-24.
  - Network #3 principals will be extended the opportunity to continue monthly coaching with their New Leaders coach on an individual, opt-in basis.

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. Funding cycles are confirmed in July every year. In order to commit continued resources, local Foundations and donors have included the following parameters:

- The partnership between New Leaders and OUSD must support leaders in *at least* two Networks;
- Impact data from SY22-23 must be shared with funders;
- 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 Superintendents to identify the appropriate programmatic structure to promote a shared culture of instructionally focused, equity-oriented leadership across the district.

## Organization Overview

For more than 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.<sup>1</sup> 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.<sup>2</sup>

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.

## 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






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<sup>1</sup> 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](https://www.rand.org/pubs/research_reports/RR2812.html)

<sup>2</sup> 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](https://www.rand.org/pubs/research_reports/RR507.html)

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		
<b>Learning and Teaching</b>		Ensure that curriculum, instruction, and assessments are aligned to rigorous college and career readiness standards.
<b>Talent Management</b>		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.
<b>School Culture</b>		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.
<b>Planning and Operations</b>		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.
<b>Personal Leadership</b>		Define leadership stance and style; act with integrity in accordance with values; reflect frequently on performance and continually seek and make change for improvement.

### 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

## Program Monitoring and Communication

Over the course of each program year, New Leaders will use multiple proprietary tools to gather data to 1) monitor, support, and ensure that participants implement what they've learned with fidelity; 2) inform program content and drive participant goals, action steps, and foci; and 3) assess program impact on participants, students, and/or schools. New Leaders will actively monitor and support ongoing fidelity of implementation and impact through the following strategies:

**Implementation Data.** New Leaders program staff will observe the program components that require participants to apply their new learning. Through reflective learning exercises and one-on-one coaching, participants will share evidence of ongoing implementation and receive targeted feedback from the New Leaders facilitator. These reflective conversations provide opportunities to monitor and course-correct participant progress.

**Participant Surveys.** New Leaders will administer participant surveys after each session and at the mid- and end-of-year points. We will use this data to monitor program quality, participant satisfaction, and support continued program outcomes and participant growth, including their improvement in skills and knowledge, application of program content, and impact on school improvement.

**Monthly Check-ins.** We will host monthly check-ins with senior OUSD leaders to provide updates on participant progress, fidelity of implementation, and identified areas of opportunity. These collaborative conversations will inform our differentiated support for participants and provide insights toward supporting and sustaining transformational leadership practices across all schools.

**Formal Step-back Meetings.** New Leaders will host two formal “step-back” meetings with senior OUSD leaders at mid-year and end-of-year. The purpose of the step-back is to understand: 1) OUSD’s satisfaction with the program to-date across all facets of the program; 2) participant perceptions and effect of programming on participant growth; and 3) needs for the next program year based on feedback and lessons learned.

## Proposed Pathway: Strengthening Systems Level Leadership

**Audience:** Network Superintendents

**Projected Participants:** 4

Anchored in the Principal Supervisor Model Standards, Strengthening System Level Leadership is designed for equity-focused Principal Supervisors. Participants are provided personalized, confidential, high-impact coaching unique to their contexts coupled with training on relevant, cohort-specific topics. Communities of practice are identified through coaching and are reflective of the day-to-day work of principal supervisors to support them in promoting and advancing equitable outcomes for staff and students across their systems. New Leaders will run quarterly communities of practice in support of Network Superintendents. These topic will be identified collaboratively across OUSD and New Leaders’ team.

### Program Competencies

- Diagnose strengths, areas of opportunity, and identify next steps in personal leadership to ensure practices are equitable, increase leadership capacity, and maximize impact;
- Develop a culture of shared mission and values in which equitable practices are at the forefront;



- Establish, monitor, and refine equitable instructional and operational system-wide structures to effectively increase achievement for all students, especially for historically marginalized student populations;
- Use 4-Part Action Planning to diagnose, set goals, create action plans, and monitor/adjust plans in order to drive instructional excellence and racial equity;
- Coach principals to scale best practices and build the capacity of others.

### Program Components and Topical Scope & Sequence

Component	Location	Total Sessions	Session Length
Program Orientation	Onsite/ Virtual	1	60 min
Communities of Practice	Onsite/ Virtual	4	Up to 2 hours
One-on-one Coaching	Onsite/ Virtual	10	Up to 1.5 hours
360 & Coaching Goal	Onsite/ Virtual	2	2

### Proposed Pathway: Coaching & Strategic Leadership Support

**Audience:** Network #2 and Network #4 Principals

**Projected Participants:** 30-35

While student achievement scores were already trending downward prior to the COVID-19 pandemic, average scores declined precipitously further, with the largest declines among already underserved populations. As we enter 2023 and in light of this new data, leaders will need continued instructional leadership support in redefining what school will be for students, especially those of color. Our Coaching & Strategic Leadership Support pathway is designed to 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. In direct response to student achievement data, participants will engage in high-impact equity-focused coaching sessions, rooted in deep, rich reflective practices guided by New Leaders Coaches, all driving towards equitable outcomes for students. They will enhance their leadership practices through goal setting, executing against their action plans, shifting mindsets, and driving towards capacity building of staff and propelling exponential growth for students.

### 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

## Coaching & Strategic Leadership Support SAMPLE Implementation Calendar 2023-2024

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	●									
Communities of Practice	Virtual	3	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									

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.

### Proposed Pathway: Leadership Coaching and Three Communities of Practice

**Audience:** Network #3 Principals

**Projected Participants:** 10-15

With a focus on honing and restoring transformative leadership skills, an eye toward instructional excellence and racial equity, and by leveraging the New Leaders resources as a foundation for engagement, the New Leaders Coach will support participants in identifying high-priority areas and concrete action steps to drive systemic changes in both school and leadership practices.

Grounded in the Transformational Leadership Framework™ (TLF), a tool that supports school leaders in addressing opportunity gaps and inequities in our nation’s schools, participants will receive coaching that stimulates and enhances problem solving skills and help leaders to redefine and restore their roles as change agents, encouraging and inspiring the belief in their impact as leaders the while creating a new vision for schooling in 2023 and beyond.

In partnership with the Network Supt and Network #3 principals, New Leaders will identify three CoPs to deliver during SY23-24 in support of continuous learning and professional development.

### Cost Proposal

**New Leaders proposes a final price of \$90,000 to OUSD** for professional development and leadership coaching for ~50 participants distributed across the Strengthening Systems Level Leadership for Network Superintendents, Coaching & Strategic Leadership Support for Principals, and Individual Coaching for Principals programs. NOTE: This price includes a *significant* philanthropic offset, covering the vast majority of the cost of the offerings.

### Appendix

## Strengthening System Level Leadership: Principal Supervisor Community

### Topical Scope and Sequence

Program Orientation	
Program Orientation	<ul style="list-style-type: none"> <li>● Introduction to New Leaders</li> <li>● Program expectations and components</li> <li>● Clarity in roles and responsibilities, New Leaders policies</li> <li>● Technology platform: The Learning Hub</li> </ul>
Module 1: Transformative Leadership: Change Begins With Me	
Community of Practice	<ul style="list-style-type: none"> <li>● Introduction to New Leaders, the Transformational Leadership Framework™, New Leaders' stance on equity</li> <li>● Diagnose current state of system-wide school leadership practices</li> <li>● Personal leadership</li> <li>● Facilitating critical conversations about race</li> </ul>
eLearning	<ul style="list-style-type: none"> <li>● Adaptive leadership</li> <li>● Defining what it means to lead with an equity-focused agenda</li> </ul>
Module 2: System Leaders: A Crucial Connector	
Community of Practice	<ul style="list-style-type: none"> <li>● System, network, or hub culture</li> <li>● System-wide enabling conditions for effective school leadership</li> <li>● Systems and structures for principal development</li> <li>● System, network, or hub vision setting</li> <li>● Establishing a professional learning community for principals</li> </ul>
Module 3: Driving Towards Instructional Excellence & Equity	
Community of Practice	<ul style="list-style-type: none"> <li>● 4-Part Action Planning Process</li> <li>● Build principal capacity to diagnose current state/inequitable practices</li> <li>● Build principal capacity to create equitable master schedules</li> <li>● Assessing and addressing diversity within networks</li> <li>● Cascading key messages through communication plans</li> </ul>
Coaching Window 1 & Beginning-of-Program Reflective Learning Exercise	<ul style="list-style-type: none"> <li>● Visioning</li> <li>● Diagnosing</li> <li>● Goal setting</li> <li>● Action planning</li> </ul>
Module 4: Instructional Leadership: Observation & Feedback	
Community of Practice	<ul style="list-style-type: none"> <li>● Meta-coaching and targeted feedback</li> </ul>

	<ul style="list-style-type: none"> <li>● Observing established systems and structures (interventions, collaborative planning meetings, school culture, and the Instructional Core)</li> <li>● Observation and coaching cycles</li> </ul>
eLearning	<ul style="list-style-type: none"> <li>● Distributive leadership</li> <li>● Meta-coaching principal/ILT</li> <li>● Leadership walks</li> </ul>
Coaching Window 3	<ul style="list-style-type: none"> <li>● Observations and feedback: building principal capacity</li> <li>● Goals and action plans</li> <li>● Instructional excellence and equity</li> <li>● Distributive leadership (scaling effective practices)</li> </ul>
Leadership Walk 1	<ul style="list-style-type: none"> <li>● Develop a mental model for quality instruction and learning tasks</li> <li>● Identify high-leverage action steps to improve instructional patterns</li> <li>● Build collective capacity to lead instructional change and improve student outcomes</li> </ul>
<b>Module 5: Instructional Leadership: Corrective Instruction, Interventions, and Accelerations</b>	
Community of Practice	<ul style="list-style-type: none"> <li>● Supporting principals in their use of student work and data sources to shift adult practices</li> <li>● Building the capacity of principals in the use of corrective instruction, interventions, and accelerations</li> <li>● Accountability practices</li> </ul>
eLearning	<ul style="list-style-type: none"> <li>● Corrective instruction</li> </ul>
Coaching Window 4	<ul style="list-style-type: none"> <li>● Reflect on vision</li> <li>● Reflect on progress to goals <ul style="list-style-type: none"> <li>○ Diagnostic SMARTER Goal</li> <li>○ Action plan</li> </ul> </li> </ul>
<b>Module 6: Equity-Based Sustainability Planning &amp; Final Presentations</b>	
Community of Practice	<ul style="list-style-type: none"> <li>● Sustainability action planning</li> <li>● Re-examination of diagnostic, goals, and action plans</li> <li>● Personal leadership reflection</li> </ul>
Coaching Window 7 & End-of-Program Reflective Learning Exercise	<ul style="list-style-type: none"> <li>● Re-examination of diagnostic, goals, and action plans</li> <li>● Personal leadership reflections</li> <li>● End-of-program diagnostic <ul style="list-style-type: none"> <li>○ Reflect on vision</li> <li>○ Reflect on progress to goals: diagnostic, SMARTER Goal, and action plan</li> <li>○ Planning for next year</li> </ul> </li> </ul>

NOTE: Communities of Practice shared above serve as examples of content that can be delivered. New Leaders looks forward to collaborating with OUSD Network Supts. to identify appropriate content.

## Coaching and Strategic Leadership Support

### Topical Scope and Sequence

Program Orientation	
<p><b>Overview:</b> This session focuses on Breakthrough Leadership programming and how the program will support them in building for the future and drive towards equity. Participants will learn about the following: program components, building their teams, roles and responsibilities, NL policies, and technology supports, including the Hub. Additionally, they will have opportunities to ask clarifying questions and be provided with clear next steps relative to the beginning of the program year.</p>	
Program Orientation (Asynchronous or Live)	<ul style="list-style-type: none"> <li>● Introduction to New Leaders</li> <li>● Program expectations and components</li> <li>● Clarity in roles and responsibilities, New Leaders policies</li> <li>● Technology platform: The Learning Hub</li> </ul>
Module 1-Program Launch   Goal Setting and Action Planning	
<p><b>Overview:</b> Continuing the work of year 1, in this module, leaders will use the 4-Part Action planning process to 1) re-examine and address mindsets, assumptions, and biases related to re-diagnosis and priority areas and 2) solicit thought partnership and critical feedback on their new diagnostic and prioritization work. Finally, participants will refine their year one vision of instructional excellence and equity to drive their action plans.</p>	
Coaching Window	<ul style="list-style-type: none"> <li>● Develop Coach/Coachee Relationship</li> <li>● Wellness check</li> <li>● Coaching Process Overview</li> <li>● Setting the stage for program launch</li> </ul>
Community of Practice	<ul style="list-style-type: none"> <li>● Effective Leadership Practices</li> <li>● Refining Vision for Success</li> </ul>
Coaching Window & Beginning-of-Program Reflective Learning Exercise	<ul style="list-style-type: none"> <li>● Vision Setting</li> <li>● RLE: Beginning of Program</li> </ul>
Module 2   Assessing Your Year So Far	
<p><b>Overview:</b> During this mid-year check-in, participants will share progress to goals and big wins especially for addressing the acceleration of student learning and addressing instructional inequities that are keeping historically underserved students from excelling. They'll also share how their personal leadership and drive towards equity contributed to those successes. Finally, they'll discuss current problems of practice for thought partnership using diverse protocols for gathering feedback, problem solving, and revising their long-cycle action plans.</p>	

Coaching Window	<ul style="list-style-type: none"> <li>● Implementation of leadership practices</li> <li>● Progress to goals</li> </ul>
Community of Practice	<ul style="list-style-type: none"> <li>● Implementation of leadership practices</li> <li>● Share progress to goals</li> <li>● Thought partner around problems of practice</li> <li>● Adjust action plans</li> </ul>
<b>Module 3   Finishing Strong</b>	
<p><b>Overview:</b> In this final module, participants will share their progress over the course of the year – progress to goals, successes, challenges, and adaptive leadership moves to address and disrupt inequitable instructional practices. They will also explain how they leveraged their personal leadership in this current year and how they will continue to use it, as well as the 4-Part Action Planning Process, to further sustain the work and drive toward instructional excellence and equity.</p>	
Coaching Window	<ul style="list-style-type: none"> <li>● Implementation of leadership practices</li> <li>● Progress to goals</li> </ul>
Community of Practice	<ul style="list-style-type: none"> <li>● Share successes and challenges</li> <li>● Progress to goals</li> <li>● Prepare to sustain the work</li> </ul>
Coaching Window & End-of-Program Reflective Learning Exercise	<ul style="list-style-type: none"> <li>● Implementation of leadership practices</li> <li>● RLE: End of Program</li> </ul>

## Individual Principal Coaching

### Program Components

**Introductory Meeting:** Participants will be introduced to the new program, their New Leaders Coach, and programmatic components. The New Leaders Coach will solicit both leadership and school-based information to gain critical context to establish a coaching relationship and inform next steps. This coaching session will allow the New Leaders Coach to explain the roles and responsibilities and the type of coaching support participants will receive. To begin preparing participants for Leadership Action Planning, the New Leaders Coach will share critical resources and tools, all grounded in the TLF, that are necessary for driving both the coaching and execution of plans.

**Coaching Goal and Plan:** Participants will engage in a two-hour coaching session to co-construct a Coaching Goal and Plan based on their self-identified priority area. The Coaching Goal and Plan will include a SMARTER goal that relates to a self-identified focus area anchored in a TLF category or lever. The New Leaders Coach will leverage key resources from the New Leaders Content Library to support action planning.

**Individual Coaching:** Post co-construction of the Coaching Goal and Plan, participants will engage in 1:1 coaching sessions based on their self-identified priority area. New Leaders coaching entails a cycle of inquiry to drive deep thinking and build the capacity of leaders to reflect, analyze, and problem-solve independently. Examples of coaching may include deepening strategic thinking or data analysis; developing a specific leadership skill to advance the team; or refining systems. Coaching sessions will be held virtually during the SY2023-2024 school year.

**Post-Session Participant Commitment Form:** Following each coaching conversation, coachees will be asked to complete a post-session commitment form summarizing the Key insights/takeaways from the coaching session, as well as the tips, strategies, and actions they will apply prior to their next coaching session. Coachees will also have an opportunity to share reflections and feedback to inform future sessions.

**Closing Conversation:** During the program closing, participants will share progress to goals as a result of the coaching experience and plan how they sustain their new learning to address new challenges in the following school year. Co-constructed during the final sessions, the plan will identify concrete action steps to drive systemic decision making and fuel continuous improvement.