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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education
From Devin Dillon, Deputy Superintendent – Academic Social Emotional Learning

Board Meeting Date

Subject **Agreement between the District and New Leaders, Inc.**

Action Requested **Approval by the Board of Education of an Agreement with New Leaders Inc.**

Background and Discussion Approval by the Board of Education of an Agreement between the District and New Leaders Inc to provide services related to developing the individual and collective skills of OUSD's Network Superintendents and Central Office Teaching and Learning Administrators in alignment with the District's vision and goals. for the period of July 1, 2016 through June 30, 2017 in an amount not to exceed \$385,000.00.

Recommendation **Approval by the Board of Education of an Agreement with New Leaders Inc.**

Fiscal Impact \$385,000.00

Attachments • Agreement

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into as of July 1, 2016 (the "Effective Date") between New Leaders, Inc., located at 30 West 26th Street, 9th Floor, New York, NY 10010 ("New Leaders"), and Oakland Unified School District ("District" or "OUSD").

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

WHEREAS District is a school district in the state of California; and

WHEREAS District is retaining New Leaders to provide services related to developing the individual and collective skills of OUSD's Network Superintendents and Central Office Teaching and Learning Administrators in alignment with the District's vision and goals.

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

1. Services. New Leaders hereby agrees to provide services for District as described in Schedule 1 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 District's policies and procedures pertaining to third-party consultants in all material respects to the extent it is informed of such policies and procedures by District. New Leaders may use consultants and other subcontractors to provide the Services without prior approval by District. While New Leaders will attempt to comply with District's requests for specific individuals to perform the Services, New Leaders shall be responsible for assigning and reassigning New Leaders' employees and consultants, as appropriate, to perform the Services.

2. Term. The Term of this Agreement will begin on the Effective Date and terminate on June 30, 2017, unless earlier terminated as provided herein.

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

4. Compensation. In consideration for the Services, District agrees to pay New Leaders a flat fee of three hundred and eighty-five thousand dollars (\$385,000.00) ("Fee"). The Fee includes all labor, equipment, communications costs, materials and other disbursements required by New Leaders to complete the Services, and District will not pay additional compensation for such costs or expenses. Fifty percent (50%) of the Fee shall be due upon approval of this Agreement by the OUSD Board, and the remaining fifty percent (50%) of the Fee shall be due on or before January 1, 2017. District will pay such invoices within thirty (30) days of receipt. Upon reasonable prior notice, District, at its own expense, shall have the right to audit New Leaders' records to substantiate invoicing and payment for the Services.

5. Confidentiality.

(i) "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.

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

6. Data. Subject to Section 7 below, any data or other material furnished by District for use by New Leaders under this Agreement ("Data") shall remain the sole property of District. In addition, District shall be solely responsible for determining the existence of, and complying with, any laws applicable to the protection of Data as such laws and regulations may apply to the Services. For the avoidance of doubt, each Party acknowledges and agrees that it will abide by the requirements of the Family Educational Rights and Privacy Act, as applicable.

7. Intellectual Property.

(a) The Parties acknowledge and agree that 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.

8. Representations and Warranties.

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

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

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

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

11. Termination. This Agreement will terminate: (a) immediately upon the insolvency or bankruptcy of New Leaders or District, (b) by either Party, upon material breach of any of the other Party's duties under this Agreement, provided that the breaching Party has failed to cure such breach within thirty (30) days following a written notice of such breach by the terminating Party, or (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. In the event of termination hereunder for any reason, New Leaders will, upon receipt of notice from District, take all necessary steps, as specifically directed by District or otherwise, to bring New Leaders' work to a close in an orderly manner; furnish to District all results and proceeds of the Services to date and a status report on outstanding and in process work; and make best efforts to keep expenditures for this purpose to a minimum. 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 12 (Miscellaneous).

12. Miscellaneous.

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

(b) **Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the Parties' intentions as reflected in the provision, and the other provisions of the Agreement will remain in full force and effect.

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

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

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

(f) **Choice of Law and Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule. 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) **Amendment.** This Agreement may be amended or supplemented only by a written agreement of District and New Leaders.

(h) **Headings.** The headings of the sections of this Agreement are for reference purposes only and will not constitute a part hereof or affect the meaning or interpretation of this Agreement.

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

If to District: Dr. Devin Dillon, Deputy Superintendent
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607

If to New Leaders: Laura Kadetsky, General Counsel
New Leaders, Inc.
1003 K Street NW, Suite 500
Washington, DC 20001
lkadetsky@newleaders.org

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

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

NEW LEADERS, INC.


By: Jean Desravines


Date: 9/20/2016


By: Laura B. Kadetsky

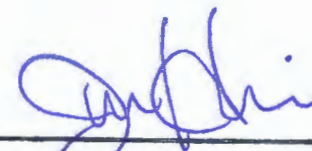
Date: 9/20/2016

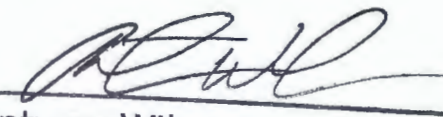
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By: _____

OAKLAND UNIFIED SCHOOL DISTRICT


By: _____

Date: 9/19/16


James Harris
President, Board of Education


Antwan Wilson
Secretary, Board of Education

Schedule 1

PROPOSED OUTCOMES

Central Office Academics Team Support

By the end of the 2016-17 school year, teaching and learning administrators will continue to:

- Increase their Common Core State Standards (CCSS) and Smarter Balanced Assessment Consortium (SBAC) instructional understanding
- Acquire skills enabling them to transform the central office to ensure that the academic space is protected

Network Superintendents Support

By the end of the 2016-17 school year, Network Superintendents will continue to:

- Develop a strong community of practice that builds collective capacity within the group and across the District
- Effectively integrate multiple forms of school- and system-level data into their practice to inform coaching, evaluation and principal pipeline development
- Plan and manage their time to ensure instructional leadership activities consume the majority of each day
- Balance their roles as coach and evaluator to provide consistent feedback and support to school leaders
- Conduct reliable and rigorous evaluations of principals that effectively differentiate performance levels

Network Superintendents and principals will continue to:

- Share ownership of the schools' and District's key goals
- Develop a common understanding of effective instructional leadership and actions that school leaders can take to improve instruction

SERVICES

Central Office Academics Team Support

New Leaders will provide a professional development institute for teaching and learning administrators to introduce them to practices needed to lead for higher academic standards (CCSS). Central Office Academics Team Support includes two essential components that provide opportunities for guided practice, reflection and multiple sources of feedback.

1. **Community of Practice Sessions (7 days)** These are sessions led by a New Leaders Facilitator, with portions led by a Senior New Leaders Executive. New Leaders will support and facilitate learning experiences among the Academics Team that use data to diagnose and solve challenges, build common language around effective leadership and develop skills that can be used to support and develop school leaders. These sessions will provide the time and structure for the Academics Team to learn with and from each other. The processes used to drive the learning of the community of practitioners are designed to:
 - Help each individual and the group make meaning of knowledge, skills and practices
 - Build collective capacity within the group and across the school and system
 - Create a safe space where failure is an opportunity to grow and gain greater proficiency
 - Identify areas of implications for each individual department as they focus on supporting the work at the school.
 - Align the work of the Academics Team to that of the Network Team.

2. **Leadership Walks (7 days)** In order to build a common definition of effective leadership, collect evidence of practice, and calibrate assessments of school performance, we structure common leadership walks. The school visit begins with a principal meeting where the building leader describes what we can expect to see during the visit, recent data, and areas that the school team has focused on during professional learning sessions. The team divides into pairs or trios to visit bands of classrooms. Following the classroom walkthroughs, each team outlines the evidence they observed and then presents it out to the rest of the team. At this point, the group begins to make meaning of the data by asking: *What are the trends the group observed? What are outstanding questions the group has for the building leader?* From the observations collected, the team then identifies and prioritizes the implications of the findings to their work in supporting schools and revising curricula.

Network Superintendents Support

Network Superintendents Support will:

- Provide knowledge and understanding of all elements of the instructional core
- Use leadership walks as a lever to uncover evidence of content and instructional patterns
- Develop content knowledge around state standards
- Include role plays, case studies, videos and current research to push leadership practices

The program includes three essential components that provide opportunities for guided practice, reflection and multiple sources of feedback. Formats include: community of practice sessions, leadership walks, and individual check-ins/coaching sessions. Through these activities, we support Network Superintendents in navigating the performance management cycle.

1. **Community of Practice Sessions (7 days)** Sessions led by a New Leaders Facilitator, with portions also led by a Senior New Leaders Executive. New Leaders will support and facilitate learning experiences among the Network Superintendents that use data to diagnose and solve challenges, build common language around effective leadership and develop skills that can be used to support and develop school leaders. These sessions will provide the time and structure for Network Superintendents to learn with and from each other. The processes used to drive the learning of the community of practitioners are designed to:
 - Help each individual and the group make meaning of knowledge, skills and practices
 - Build collective capacity within the group and across the school and District
 - Create a safe space where failure is an opportunity to grow and gain greater proficiency
2. **Leadership Walks (7 days)** In order to build a common definition of effective leadership, collect evidence of practice, and calibrate assessments of school performance, we structure common leadership walks. In advance of the leadership walk, the Network Superintendent who is working with the leader of the school presents the school's data, the leader's goals and evidence they have collected up to that point in the year. The rest of the COP then asks questions and identifies focus areas for the visit. The visit begins with a principal meeting where the building leader describes what we can expect to see, recent data, and areas that the school team has focused on during professional learning sessions. The team divides into pairs or trios to visit bands of classrooms. Following classroom walkthroughs, teams outline the evidence they observed and then present it out to the rest of the team. At this point, the group begins to make meaning of the data by asking: *What are the trends the group observed? What outstanding questions does the group have for the building leader?* From the observations collected, the team then identifies and prioritizes three to five areas of feedback that the Network Superintendent will share back with the building leader.

3. **Individual Check-in/Coaching Sessions (7 days)** New Leaders conducts phone and in-person check-ins with individual Network Superintendents to learn more about how they feel their work is progressing, hear individual updates, and to provide individual support. New Leaders also uses these sessions to identify trends across schools and across the community, and use the information gathered to set agendas and determine topics for future COP sessions.

Through these activities, we differentiate the content to meet the needs of both veterans and new Network Superintendents making the transition from successful school leaders to District leaders. The COP structure allows us to leverage the knowledge and expertise of Network Superintendents with longer tenure, while individual coaching sessions ensure we are also addressing their needs and areas of growth. Similarly, we are able to use those structures to support newer Network Superintendents by helping them to identify and avoid common pitfalls of new principal supervisors.

KEY CONTENT AND TOPICS

New Leaders will work closely with senior OUSD leadership to ensure that all tools and training sessions are designed and implemented with tight alignment to the District's specific evaluation frameworks and priorities. New Leaders will co-plan and design all sessions with a senior District client to meet the specific needs of local principals and the District reform priorities. Some sample topics are listed below.

Improving Practice through Ongoing Feedback and Effective Coaching

New Leaders will work closely with the Academics Team and Network Superintendents to:

- Create natural and authentic ways to incorporate ongoing feedback into a performance management cycle that culminates in accurate summative ratings of principal practice
- Give constructive and actionable feedback that is specific, evidence-based, prompts reflection and provides strategies for improvement
- Practice providing learning-focused feedback that specifies desired outcomes, stimulates principal problem solving, and includes concrete next steps for the principal to take
- Practice directly linking feedback to student work and the impact that current instruction is having on students

Cycles of Data

New Leaders integrates school- and system-level data into our work with the Academics Team and the Network Superintendents to ensure that quantitative data is used to inform coaching and feedback conversations. By using multiple forms of data, they are able to identify patterns and trends across the schools they support, allowing them to target professional learning sessions and differentiate supports as needed. As part of the COP work, New Leaders will develop and implement protocols for data analysis at the District level to identify key trends and areas for improvement.

Evidence Collection and Analysis

It is not always possible to see the actions a leader takes to improve school performance, so in order to accurately measure the impact of effective leadership, New Leaders provides guidance on how to collect and assess evidence. New Leaders begins by identifying a common definition of evidence and work with each participant to discuss how they will be organizing the evidence available to them.

As a community, we determine how different types of evidence will be considered and, using evidence collected, we map the evidence back to the evaluation rubric to assess how aligned (or misaligned) the principal supervisors are in their assessments of practice. In places where there seems to be misalignment, we lean heavily on the patterns of evidence gathered during leadership walks to discern how the evidence should be considered, and work to calibrate our focus on the instructional core.

Leading Common Core

The Common Core professional development content is based on New Leaders' Common Core Leadership Competencies. In order to prepare participants for the demands of CCSS leadership, New Leaders entered into a partnership with Student Achievement Partners (SAP) to strengthen our focus on and depth in outcomes that will increase the readiness of our participants to lead comprehensive CCSS implementation. Through this collaboration, New Leaders developed the key competencies below that are integrated into the program learning experiences. While all competencies cannot be addressed in one year, New Leaders will select key competencies to prioritize for deep learning and practice during the sessions throughout the year, based on diagnosed needs as described above. The core competencies focus on developing three key areas:

1. Building general instructional leadership skills to support CCSS implementation
2. Implementing a comprehensive Mathematics instructional program to support CCSS
3. Implementing a comprehensive Literacy program to support CCSS

Leading Change in Schools

The purpose of the session is to identify three critical lenses to lead change that will ensure an increase in student achievement. These three change levers are:

1. Creating a culture for achievement
2. Supervising instruction and learning tasks
3. Using data to make instructional decisions

Participants will develop skills needed to lead teachers and principals alike as they learn how the levels are interconnected and how the three key ideas work together. Because the levels are interconnected, they support the effectiveness of each—and when used together, will impact student achievement within schools and across the OUSD.