

Board Office Use: Legislative File Info.	
File ID Number	16-2571
Introduction Date	1/11/2017
Enactment Number	17-0015
Enactment Date	1-11-17



OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools, Thriving Students

Memo

To Board of Education

From Dr. Devin Dillon, Deputy Superintendent
Tamara Arroyo, Executive Director, Educator Effectiveness

Board Meeting Date January 11, 2017

Subject Agreement with The New Teacher Project

Action Requested **Approval of the Agreement and the First Amendment to the Agreement with the New Teacher Project (TNTP)**

**Background/
Discussion**

TNTP is continuing its partnership with OUSD to identify the best educators in the district and give them reasons to stay and ways to grow by allowing teachers to experience a rigorous and meaningful evaluation process through TGDS. TNTP works with principals to make certain they receive the support needed to develop their staff, and tools to help retain their best teachers. TNTP has created a Teacher Career Opportunity Map to articulate teacher leadership opportunities, and designed two new teacher leader roles to elevate and validate great teaching in OUSD.

During 2016-17, TNTP will 1) design and implement TGDS and LGDS data reporting systems to showcase observation results by school and network and inform teacher development, 2) implement a teacher career lattice that will support and develop teacher leaders, and 3) provide targeted support to the Executive Director of Educator Effectiveness.

The term of the Agreement is July 1, 2016 to December 30, 2016 at a cost not to exceed \$130,000.00

Recommendation **Approval of the Agreement and the First Amendment to the Agreement with The New Teacher Project**

Fiscal Impact Funding resource name: General Purpose

Attachments

- Agreement and First Amendment to reflect changes in the Agreement



CONTRACT JUSTIFICATION FORM

**This Form Shall Be Submitted to the Board Office
With Every Consent Agenda Contract.**

Legislative File ID No. 16-2571

Department: Deputy Superintendent, Academics

Vendor Name: The New Teacher Project

Contract Term: Start Date: 7/1/16 End Date: 12/30/16

Annual Cost: \$ 130,000 for contract term

Approved by: Dr. Dillon

Is Vendor a local Oakland business? Yes ☐ No ☒

Why was this Vendor selected?

Continuing partnership to support TGDS.

Summarize the services this Vendor will be providing.

Design & implement TGDS & LGDS

Was this contract competitively bid? Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

Industry standard.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☒ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☒ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
 - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
 - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
 - ☐ Western States Contracting Alliance Contracts (WSCA)
 - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☒ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**

THIS SERVICES AGREEMENT (this "**Agreement**") is made by and between The New Teacher Project, Inc., a not-for-profit corporation organized under the laws of the State of Delaware, with its principal office at 186 Joralemon Street, Suite 300, Brooklyn, New York 11201 ("**TNTP**"), and Oakland Unified School District, with its principal office at 1000 Broadway, Oakland, CA 94607 (the "**Client**"). This Agreement shall be effective as of the later of the dates beneath the parties' signatures below (the "**Effective Date**").

STATEMENT OF PURPOSE: The Client wants to engage TNTP to support implementation of TGDS and LGDS, and the design and implementation of a career pathways program.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Term and Services.

For the period commencing on the Effective Date until December 31, 2016 (the "**Term**"), TNTP will do for the Client what is specified in Schedule A ("**TNTP's Services**"), attached to and incorporated in this Agreement. TNTP may subcontract any portion of TNTP's Services in its sole discretion.

Section 2. Client Responsibilities. To facilitate TNTP's Services, the Client will:

- a. Cooperate with, and ensure that Client personnel cooperate with, TNTP, time being of the essence, in order to facilitate the performance of TNTP's Services, and provide TNTP with access to Client personnel, classrooms, and buildings as needed for TNTP's Services.
- b. Provide to TNTP, at no cost to TNTP, and within thirty (30) days of the Effective Date, all requested student achievement data ("**Student Data**") and teacher evaluation ratings ("**Teacher Evaluation Data**"), in compliance with FERPA (defined below). Student Data and Teacher Evaluation Data is collectively referred to herein as "**Data**."
- c. Secure any consents from teachers, staff, students, or parents that is required by all applicable federal, state, local laws, ordinances, codes, regulations, and policies, including but not limited to the Family Education Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("**FERPA**") for TNTP's use of the Data, TNTP's use of teachers, staff, or students, and/or, as applicable, TNTP's use of student work samples in rendering TNTP's Services, and ensure that such consents allow TNTP to rely on such consent when acting as an agent of the Client.

Section 3. Acknowledgements. The Client agrees that

- a. The Client may disclose to TNTP the personally identifiable information of students under FERPA.
- b. TNTP is a vendor to the Client, and as such TNTP has no obligation to do any financial reporting related to this Agreement to any federal, state, or local government agency or to any private funder; any such reporting obligation related to this Agreement will solely remain with the Client.
- c. The Client, and not TNTP, is responsible for all employment-related obligations, liabilities, and decisions for all applicants to or participants in any TNTP program designed for or implemented as part of TNTP's Services.
- d. Performance of TNTP's Services is contingent on the Client providing TNTP with the Data. The Client's failure to provide TNTP with the Data as required hereunder will constitute a material breach of this Agreement.
- e. The Client has full right, power, legal capacity and authority to enter into this Agreement and to carry out its obligations hereunder; will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services hereunder; and is not subject to and will not enter into any agreement or arrangements which preclude compliance with the provisions of this Agreement.

Section 4. Payment and Invoicing.

The Client shall pay TNTP \$130,000.00 for TNTP Services (the "**Client Fee**"). TNTP shall invoice the Client for the total Client Fee according to the following schedule:

Invoice Date	Invoice Amount
September 20, 2016	\$46,600.00
December 31, 2016	\$83,400.00

TNTP's failure to timely invoice will not constitute a waiver of any of TNTP's rights hereunder or constitute a breach by TNTP of this Agreement. Payment of invoices submitted by TNTP shall be paid by the Client within thirty (30) business days of its receipt of such invoice. The Client will make all reasonable efforts to pay TNTP through Electronic Funds Transfer or Wire and shall provide TNTP on the date of this Agreement with all necessary documents to facilitate the same. If there are disputed amounts on any invoice, the balance of such invoice, after deducting any disputed amounts, shall be paid in full when due and payable, and the disputed amounts shall be presented to TNTP for resolution as soon as such disputed amounts have been determined by the Client. If any invoice is not paid in full within ten (10) days of the due date, the Client will pay a late fee equal to one percent (1%) of such late payment, and will pay an additional one percent (1%) for each thirty (30) day period that the invoice remains unpaid. The Client shall not be obligated to compensate TNTP for, and TNTP shall not be obligated to provide, services to be performed after termination of this Agreement.

Section 5. Termination.

If at any time either of the parties believes that the other party has materially breached its obligations hereunder, written notice shall be given setting forth the asserted breach and providing an opportunity to cure the same within thirty (30) days after such written notice. If the asserted breach shall not have been cured to the reasonable satisfaction of the party providing the written notice, but reasonable attempts to cure are claimed in writing by the party to whom the written notice of asserted breach was given, said party will have an additional opportunity to cure for a period of thirty (30) days following the expiration of the initial thirty (30) day cure period. If the asserted breach shall not have been cured to the satisfaction of the party providing written notice of asserted breach, that party may elect to terminate this Agreement upon written notice to the breaching party. If this Agreement is terminated, the rights and obligations of each party hereunder will terminate, provided, however, that such termination will not terminate the rights and obligations of the parties that expressly survive the termination of this Agreement, including, without limitation, the obligation of the Client to pay TNTP for expenses incurred and for all services provided pursuant to this Agreement prior to the effective date of such termination.

Section 6. Indemnification.

The Client agrees that it will indemnify, save and hold harmless TNTP from and against any and all damages, losses, claims, liabilities, demands, charges, suits, penalties, costs and expenses (including court costs and reasonable attorneys' fees and expenses incurred in investigating and preparing for any litigation or proceeding) TNTP may sustain, arising out of (1) any and all employment practices and decisions made by the Client regarding individuals recruited, staffed, identified, trained, or certified by TNTP pursuant to this Agreement and any actions brought by third-parties in relation thereto, (2) any grossly negligent acts or omissions or willful misconduct of the Client or any of its agents, employees or representatives, and (3) any Client breach of this Agreement. The Client's Indemnification obligation survives termination of this Agreement.

Section 7. Relationship of the Parties.

The Client and TNTP intend that an independent contractor relationship be created by this Agreement, and nothing herein will be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action. The Client will have no responsibility with respect to TNTP personnel to comply with federal, state and city withholding requirements pertaining to taxes, workers' compensation, social security, unemployment compensation, disability and other insurance requirements and obligations imposed on an employer of personnel and will not withhold monies from the payments made to TNTP with respect to the same. The Client will not cover TNTP personnel under any pension or other fringe benefit offered to Client employees. The Client will have no responsibility for incidents of employment or other actions or inactions by TNTP.

Section 8. Intellectual Property Rights

Title to and ownership of all work products and materials created by or on behalf of TNTP for the Client or otherwise arising out of the performance of the services hereunder, whether partial or complete (collectively referred to as the "**Work**"), shall be and remain solely in TNTP or its licensors. The Client agrees that it will not transfer or encumber the Work without the prior written consent of TNTP. TNTP or its licensors shall be considered the author of the Work for purposes of copyright and only TNTP shall have the right to copyright the same. Additionally, TNTP retains all rights, title and interest in and to all processes, methods, systems, layouts, information, accumulated knowledge, expertise, and general know-how, whether developed before or after the commencement of this Agreement used in creating the Work ("**TNTP Tools**"). If the Client has access to TNTP Tools, the Client agrees to keep the TNTP Tools confidential, and nothing in this Agreement shall be deemed to grant any ownership rights in the TNTP Tools to the Client. As between the Client and TNTP, the Client owns any Data incorporated in the Work (the "**Client Data**"). The Client agrees that TNTP may use Client Data to perform its obligations hereunder (including the incorporation thereof into the Work), and hereby grants TNTP a license to use and keep the Client Data in perpetuity to perform its obligations under this Agreement and on an anonymous, aggregated basis for its other legitimate business purposes, including, without limitation, for purposes of research, benchmarking, publication, and presentation (TNTP "**Uses**"). TNTP's Uses may not contain any data sets or cell sizes of less than five (5), and must comply with FERPA, as applicable. In its uses, TNTP may identify the Client as the source from which the data originated if it complies with the other terms in this Agreement. The Client and TNTP agree that either party may use descriptions of TNTP's Services in future promotional materials and client lists, and that TNTP may explicitly identify the Client as a client of TNTP. The terms of this Intellectual Property Rights Section shall survive the termination of this Agreement.

Section 9. Limitation of Liability

Except for a party's indemnification obligations under this Agreement: (i) in no event shall either party be liable for any indirect, consequential, special, incidental or punitive damages arising from or relating to performance under this Agreement, and (ii) in no event shall either party's liability for any and all claims arising out of or relating to its performance under this Agreement exceed the amounts paid by or payable by the Client hereunder.

Section 10. Miscellaneous

All notices required by this Agreement will be in writing and either personally delivered or mailed by regular mail, postage prepaid, to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. If to TNTP, the notice will be to the attention of Lara Oerter, Chief Financial Officer. If to the Client, the notice will be to the attention of the then-current CEO, President, superintendent or functional equivalent, or to the Client personnel responsible for coordinating with TNTP for the execution of TNTP's Services. This Agreement will be interpreted and construed under and governed and enforced by the laws of the State of New York without reference to choice of law rules. The Parties agree and consent to the jurisdiction of and venue in the state or federal courts in the city and state of New York in all disputes arising out of or relating to this Agreement. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right or remedy. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations and agreements, if any, with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. For purposes hereof, a facsimile, portable document format (pdf) signature, or signature from an online e-signature platform, will be

considered an original signature. Neither party may assign this Agreement or any of the rights or obligations hereunder, in whole or in part, without the prior written consent of the other party.

Signatures.

The parties, on the dates indicated below, have caused their duly authorized representatives to execute this Agreement, which shall be effective on the Effective Date.

Oakland Unified School District

By: Tamara Arroyo
7AF6E6FFFC04426...

Date: 8/8/2016

Name (print): Tamara Arroyo

Title: Executive, Director Educator Effectiveness

The New Teacher Project, Inc.

By: Daniel Weisberg
Daniel Weisberg (Aug 9, 2016)

Date: Aug 9, 2016

rg

p.p.: CEO

James Harris
James Harris
President, Board of Education

Antwan Wilson
Antwan Wilson
Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT

Office of General Counsel

APPROVED FOR FORM & SUBSTANCE

By: [Signature]
Attorney at Law

File ID Number: 16-2571
Introduction Date: 1-11-17
Enactment Number: 17-0015
Enactment Date: 1-11-17
By: [Signature]

Schedule A
Statement of Work

TO: Tamara Arroyo, Oakland Unified School District

FROM: Heather Barondess, Partner, TNTP

DATE: June 28, 2016

RE: SY 2016-17 Proposal for Educator Effectiveness Support (JULY - DECEMBER 2016) - REVISED DRAFT

This year, TNTP has partnered with OUSD to identify the best educators in the district and give them reasons to stay and ways to grow. Together, we have made headway toward ensuring that all teachers experience a rigorous and meaningful evaluation process through TGDS. We have also helped to make sure that principals receive the support that they need from Central Office to develop their staff, and tools to help retain their best teachers. To do so, we have created a Teacher Career Opportunity Map to articulate teacher leadership opportunities, and designed two new teacher leader roles to elevate and validate great teaching in OUSD, as defined by the Oakland Effective Teaching Framework and a teacher's TGDS ratings. Requiring an "effective" TGDS rating to be eligible for the most rigorous and demanding teacher leader roles validates the system itself, and sends a notable and significant message that effective teachers are valued in OUSD.

Based upon conversations with Educator Effectiveness leadership, TNTP respectfully proposes to continue its partnership with OUSD during school year 2016-17 to 1) design and implement TGDS and LGDS data reporting systems to showcase observation results by school and network and inform teacher development, 2) implement a teacher career lattice that will support and develop teacher leaders, and 3) provide targeted support to the Executive Director of Educator Effectiveness.

TGDS and LGDS Data Reporting (July - December 2016)

TGDS and LGDS will provide the data needed to identify the best teachers, but the district needs to build out structures to ensure that all principals are prioritizing their roles as talent managers. TNTP will partner with the Director of Educator Effectiveness to develop the data reporting mechanisms that will provide school leaders and Network Superintendents with data on how to inform teacher and leader development.

Specifically, TNTP will:

July – September 2016	Design year-long data reporting and training plan	<ul style="list-style-type: none">• Collaborate with the Educator Effectiveness team and the Office of School Support to set annual teacher and leader effectiveness metrics, including differential retention metrics and TGDS/LGDS data completion.• Identify existing data, as well as data that does not currently exist to help inform staff development efforts using TGDS/LGDS• Identify 'quick win' data extraction and collection items for the metrics• Develop a year-long TGDS/LGDS data monitoring and action plan inclusive of all data that will be reported, actions that are expected to be taken as a result of the data and by whom
Fall 2016	Advise on Fall TGDS/LGDS Reports and Network Superintendent Coaching	<ul style="list-style-type: none">• Provide advice and support to designated staff on the Educator Effectiveness team to produce all TeachBoost reports scheduled for Fall production• Support the Director of Educator Effectiveness in refining the team's skills and knowledge in using teacher performance data to inform campus-level coaching to meet educator effectiveness metrics. Produce a roadmap and selected materials for two workshops for Network Superintendents during fall semester.• Offer strategic recommendations on options for allocating TGDS specialist time and resources in response to real-time data emerging throughout the school year.

		<ul style="list-style-type: none"> Offer off-the-shelf resources to OUSD staff to support a subgroup of Network Superintendents in interpreting and acting upon key educator effectiveness metrics, and by providing the data Network Superintendents will need to work alongside their TGDS specialist on areas such as: improving rating accuracy within and across school building; providing better, more actionable feedback to teachers, and improving the instructional culture of campuses.
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Career Lattice, Phase 2 (July - December 2016)

For the past six months, OUSD and TNTP have designed a Teacher Career Opportunity Map, an organizing framework that articulates roles and leadership opportunities for teachers to be able to grow in their careers, and redesigned a few existing roles to be even more attractive to teachers and achieve greater impact for schools and students. The draft roles – the Instruction and Content Coach and the PLC Leader – represent a shift toward elevating the role of teacher by expecting them to lead other teachers, all while receiving the time, training, compensation, and on-going support they need to successfully move teacher and student performance.



Having achieved the objectives for the first phase of work, TNTP proposes to support OUSD through the second phase in SY 2016-17. In partnership with the Executive Director of Educator Effectiveness and Executive Director of Teaching and Learning, primarily, TNTP will:

Invest site-level stakeholders	<ul style="list-style-type: none"> Develop a plan for engaging teachers and principals Provide promotional materials, key messages, and talking points for presentations and convenings aimed at building excitement for how new roles can help develop teachers as leaders and have an increased impact on student achievement Collect, synthesize and incorporate feedback as appropriate from teachers and other stakeholder groups, including implementation details
Bargain final design and process	<ul style="list-style-type: none"> Working alongside the negotiator to develop bargaining strategy Preparing the negotiator for meetings with the OEA with messages and materials to invest its members in the value of the Teacher Career Lattice Actively revising design and implementation details, including associated costs, through rounds of bargaining
	<ul style="list-style-type: none">
	<ul style="list-style-type: none">

Targeted Support for Executive Director, Educational Effectiveness (July - December 2016)

During weekly check-ins, TNTP will provide targeted support for the Executive Director to ensure a smooth transition to her role. Specifically, TNTP will:

- Work with the ED to establish goals for the Department, and determine metrics and targets toward those goals.
- Track individual staff progress toward goals and support staff talent management, including staff development.

- Advise on and inform strategic direction of the Department's work at key milestones or turning points, including new teacher induction.

Additional Considerations

In order to ensure long-term sustainability and success on all areas of work outlined above, during SY 2016-17 OUSD responsibilities would include but not be limited to the following:

- Delivery of all TGDS data at the start of the contract. Coordinate meetings with the Superintendent, Deputy Superintendent, and TNTP on a quarterly basis to ensure TGDS, LGDS, and Career Lattice program support and sustainability.
- Convene and communicate with schools and districts to develop interest in Career Lattice, confirm participation in school selection process and convey site responsibilities in piloting new roles.
- Coordinate and collaborate with select Network Superintendents on a monthly basis to monitor implementation of TGDS, and the Teacher Career Opportunity Map at school sites.
- Make final decisions regarding Opportunity Map and role design structure.
- Identify and meet with OEA leadership and district leaders to gain input and negotiate inclusion in the teacher contract.
- Identified staff to check-in regularly with TNTP staff to monitor progress, provide feedback and context, and provide guidance on decision points.
- For TGDS data reporting, identify staff member who will be available throughout the contract for weekly check-ins, to make design and metric decisions, and to learn report design and distribution process once we complete the work.
- By spring 2017, hire a Career Lattice program manager to oversee implementation.

Cost Summary

The sections below outline the staffing and costs of core team support.

The table below outlines the estimated costs:

- TGDS and LDGS Data Reporting will be staffed by TNTP's Data and Technology Advisory Team. They will work side-by-side with OUSD staff to automate data extractions and reporting.
- Advisory for TGDSReport generation and Network/Principal Coaching will be supported by a TNTP analyst.
- A core team of TNTP staff will work side-by-side with OUSD staff to provide support on Career Lattice and targeted support for the ED.
- As needed, the Educator Effectiveness Department can access TNTP's Data support team to provide support on a data diagnostic, data collection or reporting support, data reporting maintenance, and general analysis support as needed.
- **Note:** Targeted Support for the Executive Director of Educator Effectiveness is included in these costs.

Total	\$130,000

We appreciate your consideration of this proposal and look forward to further discussion. Please contact Heather Barondess (heather.barondess@tntp.org or 415-994-0500) with questions or comments at any time.

**FIRST AMENDMENT
TO THE
AGREEMENT
BY AND BETWEEN
OAKLAND UNIFIED SCHOOL DISTRICT AND
THE NEW TEACHER PROJECT, INC.**

THIS FIRST AMENDMENT (this "**Amendment**") is made by and between The New Teacher Project, Inc., a non-profit corporation organized under the laws of the State of Delaware, with its principal office at 186 Joralemon Street, Suite 300, Brooklyn, New York 11201 ("**TNTP**"), and Oakland Unified School District, with its principal office at 1000 Broadway, Oakland, California 94607 ("**Client**"). All capitalized but undefined terms used in this Amendment shall have the meanings ascribed to them in the Agreement (as defined below). This Amendment is effective as of the later of the dates beneath the parties' signatures below (the "**Effective Amendment Date**").

RECITALS

- A.** TNTP and Client entered into an Agreement dated August 9, 2016 (the "**Agreement**").
- B.** The parties desire to amend the Agreement to reflect terms and conditions that are acceptable to both parties.

AGREEMENT

NOW, THEREFORE, the parties hereto agree as follows:

- 1.** The following modifications and amendments to the Agreement:

Section 3. Acknowledgements. For the period commencing on the Effective Amendment Date (the "**Amended Term**"), Section 3 of the Agreement is amended as follows:

- a. TNTP is a vendor to the Client, and as such TNTP has no obligation to do any financial reporting related to this Agreement to any federal, state, or local government agency or to any private funder; any such reporting obligation related to this Agreement will solely remain with the Client.
- b. The Client, and not TNTP, is responsible for all employment-related obligations, liabilities, and decisions for all applicants to or participants in any TNTP program designed for or implemented as part of TNTP's Services.
- c. Performance of TNTP's Services is contingent on the Client providing TNTP with the Data.
- d. The Client has full right, power, legal capacity and authority to enter into this Agreement and to carry out its obligations hereunder; will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services hereunder; and is not subject to and will not enter into any agreement or arrangements which preclude compliance with the provisions of this Agreement."

Section 6. Indemnification. For the period commencing on the Effective Amendment Date (the "**Amended Term**"), Section 6 of the Agreement is amended as follows:

"The Client agrees that it will indemnify, save and hold harmless TNTP from and against any and all damages, losses, claims, liabilities, demands, charges, suits, penalties, costs and expenses (including court costs and reasonable attorneys' fees and expenses incurred in investigating and preparing for any litigation or proceeding) TNTP may sustain, arising out of (1) any and all employment practices and decisions made by the Client regarding individuals recruited, staffed, identified, trained, or certified by TNTP pursuant to this Agreement and any actions brought by third-parties in relation thereto, (2) any grossly negligent acts or omissions or willful misconduct of the Client or any of its agents, employees or representatives, and (3) any Client breach of this Agreement. The Client's Indemnification obligation survives termination of this Agreement.

TNTP agrees that it will indemnify, save and hold harmless Client from and against any and all damages, losses, claims, liabilities, demands, charges, suits, penalties, costs and expenses (including court costs and reasonable attorneys' fees and expenses incurred in investigating and preparing for any litigation or proceeding) Client may sustain, arising out of (1) any grossly negligent acts or omissions or willful misconduct of TNTP or any of its agents, employees or representatives, and (2) any TNTP breach of this Agreement. TNTP's Indemnification obligation survives termination of this Agreement."

Section 10. Miscellaneous. For the period commencing on the Effective Amendment Date (the "**Amended Term**"), Section 10 of the Agreement is amended as follows:

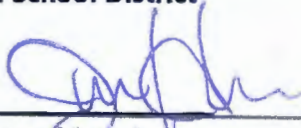
"All notices required by this Agreement will be in writing and either personally delivered or mailed by regular mail, postage prepaid, to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. If to TNTP, the notice will be to the attention of Lara Oerter, Chief Financial Officer. If to the Client, the notice will be to the attention of the then-current CEO, President, superintendent or functional equivalent, or to the Client personnel responsible for coordinating with TNTP for the execution of TNTP's Services. This Agreement will be interpreted and construed under and governed and enforced by the laws of the State of California without reference to choice of law rules. The Parties agree and consent to the jurisdiction of and venue in the state or federal courts in the city and state of New York in all disputes arising out of or relating to this Agreement. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right or remedy. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations and agreements, if any, with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. For purposes hereof, a facsimile, portable document format (pdf) signature, or signature from an online e-signature platform, will be considered an original signature. Neither party may assign this Agreement or any of the rights or obligations hereunder, in whole or in part, without the prior written consent of the other party.

2. **No Further Modification.** All terms and provisions of the Agreement shall continue in full force and effect, except as expressly amended by this Amendment. This Amendment is limited precisely as written and shall not be deemed to be an amendment to or waiver of any other term or provision of the Agreement. From and after the Effective Amendment Date, any reference to the Agreement shall be deemed to be a reference to the Agreement as amended hereby.
3. **Captions.** The captions set forth in this Amendment are for convenience only and shall not be considered as part of this Amendment, nor as in any way limiting or amplifying the terms and provisions hereof.
4. **Counterparts.** This Amendment may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. For purposes hereof, a facsimile or portable document format (pdf) signature will be considered an original signature.


[Signature Page Follows]

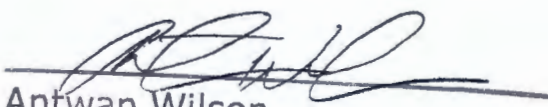
IN WITNESS WHEREOF, the parties, on the dates indicated below, have caused their duly authorized representatives to execute this Amendment, which shall be effective as of the Effective Amendment Date.

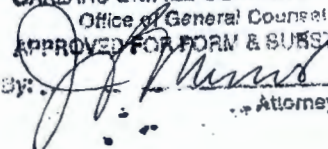
Oakland Unified School District

By: 
Date: James Harris
Name: President, Board of Education
Chief Executive Officer

The New Teacher Project, Inc.

By: 
Date: Nov 4, 2016
Lara Oerter
Chief Financial Officer
p.p.: _____


Antwan Wilson
Secretary, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of General Counsel
APPROVED FOR FORM & SUBSTANCE
By: 
Attorney at Law

File ID Number: 16-2571
Introduction Date: 1-11-17
Enactment Number: 17-2015
Enactment Date: 1-11-17
By: _____

Redline prepared by OUSD Legal with Changes reflected in the First Amendment to the Agreement

THIS SERVICES AGREEMENT (this "**Agreement**") is made by and between The New Teacher Project, Inc., a not-for-profit corporation organized under the laws of the State of Delaware, with its principal office at 186 Joralemon Street, Suite 300, Brooklyn, New York 11201 ("**TNTP**"), and Oakland Unified School District, with its principal office at 1000 Broadway, Oakland, CA 94607 (the "**Client**"). This Agreement shall be effective as of the later of the dates beneath the parties' signatures below (the "**Effective Date**").

STATEMENT OF PURPOSE: The Client wants to engage TNTP to support implementation of TGDS and LGDS, and the design and implementation of a career pathways program.

NOW, THEREFORE, the parties hereto agree as follows:

Section 1. Term and Services.

For the period commencing on the Effective Date until December 31, 2016 (the "**Term**"), TNTP will do for the Client what is specified in Schedule A ("**TNTP's Services**"), attached to and incorporated in this Agreement. TNTP may subcontract any portion of TNTP's Services in its sole discretion.

Section 2. Client Responsibilities. To facilitate TNTP's Services, the Client will:

- a. Cooperate with, and ensure that Client personnel cooperate with, TNTP, time being of the essence, in order to facilitate the performance of TNTP's Services, and provide TNTP with access to Client personnel, classrooms, and buildings as needed for TNTP's Services.
- b. Provide to TNTP, at no cost to TNTP, and within thirty (30) days of the Effective Date, all requested student achievement data ("**Student Data**") and teacher evaluation ratings ("**Teacher Evaluation Data**"), in compliance with FERPA (defined below). Student Data and Teacher Evaluation Data is collectively referred to herein as "**Data**."
- c. Secure any consents from teachers, staff, students, or parents that is required by all applicable federal, state, local laws, ordinances, codes, regulations, and policies, including but not limited to the Family Education Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99) ("**FERPA**") for TNTP's use of the Data, TNTP's use of teachers, staff, or students, and/or, as applicable, TNTP's use of student work samples in rendering TNTP's Services, and ensure that such consents allow TNTP to rely on such consent when acting as an agent of the Client.

Section 3. Acknowledgements. The Client agrees that

- a. ~~The Client may disclose to TNTP the personally identifiable information of students under FERPA.~~
- b.a. TNTP is a vendor to the Client, and as such TNTP has no obligation to do any financial reporting related to this Agreement to any federal, state, or local government agency or to any private funder; any such reporting obligation related to this Agreement will solely remain with the Client.
- b.b. The Client, and not TNTP, is responsible for all employment-related obligations, liabilities, and decisions for all applicants to or participants in any TNTP program designed for or implemented as part of TNTP's Services.
- d. ~~Performance of TNTP's Services is contingent on the Client providing TNTP with the Data. The Client's failure to provide TNTP with the Data as required hereunder will constitute material breach of this Agreement.~~
- c. ~~The Client has full right, power, legal capacity and authority to enter into this Agreement and to carry out its obligations hereunder; will comply in all material respects with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services hereunder; and is not subject to and will not enter into any agreement or arrangements which preclude compliance with the provisions of this Agreement.~~

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Section 4. Payment and Invoicing.

The Client shall pay TNTP \$130,000.00 for TNTP Services (the "**Client Fee**"). TNTP shall invoice the Client for the total Client Fee according to the following schedule:

Invoice Date	Invoice Amount
September 20, 2016	\$46,600.00
December 31, 2016	\$83,400.00

TNTP's failure to timely invoice will not constitute a waiver of any of TNTP's rights hereunder or constitute a breach by TNTP of this Agreement. Payment of invoices submitted by TNTP shall be paid by the Client within thirty (30) business days of its receipt of such invoice. The Client will make all reasonable efforts to pay TNTP through Electronic Funds Transfer or Wire and shall provide TNTP on the date of this Agreement with all necessary documents to facilitate the same. If there are disputed amounts on any invoice, the balance of such invoice, after deducting any disputed amounts, shall be paid in full when due and payable, and the disputed amounts shall be presented to TNTP for resolution as soon as such disputed amounts have been determined by the Client. If any invoice is not paid in full within ten (10) days of the due date, the Client will pay a late fee equal to one percent (1%) of such late payment, and will pay an additional one percent (1%) for each thirty (30) day period that the invoice remains unpaid. The Client shall not be obligated to compensate TNTP for, and TNTP shall not be obligated to provide, services to be performed after termination of this Agreement.

If at any time either of the parties believes that the other party has materially breached its obligations hereunder, written notice shall be given setting forth the asserted breach and providing an opportunity to cure the same within thirty (30) days after such written notice. If the asserted breach shall not have been cured to the reasonable satisfaction of the party providing the written notice, but reasonable attempts to cure are claimed in writing by the party to whom the written notice of asserted breach was given, said party will have an additional opportunity to cure for a period of thirty (30) days following the expiration of the initial thirty (30) day cure period. If the asserted breach shall not have been cured to the satisfaction of the party providing written notice of asserted breach, that party may elect to terminate this Agreement upon written notice to the breaching party. If this Agreement is terminated, the rights and obligations of each party hereunder will terminate, provided, however, that such termination will not terminate the rights and obligations of the parties that expressly survive the termination of this Agreement, including, without limitation, the obligation of the Client to pay TNTP for expenses incurred and for all services provided pursuant to this Agreement prior to the effective date of such termination.

Section 6. ~~Mutual~~ Indemnification.

The Client agrees that it will indemnify, save and hold harmless TNTP from and against any and all damages, losses, claims, liabilities, demands, charges, suits, penalties, costs and expenses (including court costs and reasonable attorneys' fees and expenses incurred in investigating and preparing for any litigation or proceeding) TNTP may sustain, arising out of (1) any and all employment practices and decisions made by the Client regarding individuals recruited, staffed, identified, trained, or certified by TNTP pursuant to this Agreement and any actions brought by third-parties in relation thereto, (2) any grossly negligent acts or omissions or willful misconduct of the Client or any of its agents, employees or representatives, and (3) any Client breach of this Agreement. The Client's Indemnification obligation survives termination of this Agreement.

~~TNTP agrees that it will indemnify, save and hold harmless Client from and against any and all damages, losses, claims, liabilities, demands, charges, suits, penalties, costs and expenses (including court costs and reasonable attorneys' fees and expenses incurred in investigating and preparing for any litigation or proceeding) Client may sustain, arising out of or related to this Agreement and any actions brought by third-parties in relation thereto, (2) any grossly negligent acts or omissions or willful misconduct of the TNTP or any of its agents, employees or representatives, and (3) any TNTP breach of this Agreement. TNTP's Indemnification obligation survives termination of this Agreement.~~

Section 7. Relationship of the Parties.

The Client and TNTP intend that an independent contractor relationship be created by this Agreement, and nothing herein will be construed as creating an employer/employee relationship, partnership, joint venture or other business group or concerted action. The Client will have no responsibility with respect to TNTP personnel to comply with federal, state and city withholding requirements pertaining to taxes, workers' compensation, social security, unemployment compensation, disability and other insurance requirements and obligations imposed on an employer of personnel and will not withhold monies from the payments made to TNTP with respect to the same. The Client will not cover TNTP personnel under any pension or other fringe benefit offered to Client employees. The Client will have no responsibility for incidents of employment or other actions or inactions by TNTP.

Section 8. Intellectual Property Rights

Title to and ownership of all work products and materials created by or on behalf of TNTP for the Client or otherwise arising out of the performance of the services hereunder, whether partial or complete (collectively referred to as the "Work"), shall be and remain solely in TNTP or its licensors. The Client agrees that it will not transfer or encumber the Work without the prior written consent of TNTP. TNTP or its licensors shall be considered the author of the Work for purposes of copyright and only TNTP shall have the right to copyright the same. Additionally, TNTP retains all rights, title and interest in and to all processes, methods, systems, layouts, information, accumulated knowledge, expertise, and general know-how, whether developed before or after the commencement of this Agreement used in creating the Work ("TNTP Tools"). If the Client has access to TNTP Tools, the Client agrees to keep the TNTP Tools confidential, and nothing in this Agreement shall be deemed to grant any ownership rights in the TNTP Tools to the Client. As between the Client and TNTP, the Client owns any Data incorporated in the Work (the "Client Data"). The Client agrees that TNTP may use Client Data to perform its obligations hereunder (including the incorporation thereof into the Work), and hereby grants TNTP a license to use and keep the Client Data in perpetuity to perform its obligations under this Agreement and on an anonymous, aggregated basis for its other legitimate business purposes, including, without limitation, for purposes of research, benchmarking, publication, and presentation (TNTP "Uses"). TNTP's Uses may not contain any data sets or cell sizes of less than five (5), and must comply with FERPA, as applicable. In its uses, TNTP may identify the Client as the source from which the data originated if it complies with the other terms in this Agreement. The Client and TNTP agree that either party may use descriptions of TNTP's Services in future promotional materials and client lists, and that TNTP may explicitly identify the Client as a client of TNTP. The terms of this Intellectual Property Rights Section shall survive the termination of this Agreement.

Section 9. Limitation of Liability

Except for a party's Indemnification obligations under this Agreement: (i) in no event shall either party be liable for any indirect, consequential, special, incidental or punitive damages arising from or relating to performance under this Agreement, and (ii) in no event shall either party's liability for any and all claims arising out of or relating to its performance under this Agreement exceed the amounts paid by or payable by the Client hereunder.

Section 10. Miscellaneous

All notices required by this Agreement will be in writing and either personally delivered or mailed by regular mail, postage prepaid, to such party at its address specified on the first page of this Agreement or to such other address as such party may designate by notice given in accordance herewith. If to TNTP, the notice will be to the attention of Lara Oerter, Chief Financial Officer. If to the Client, the notice will be to the attention of the then-current CEO, President, superintendent or functional equivalent, or to the Client personnel responsible for coordinating with TNTP for the execution of TNTP's Services. This Agreement will be interpreted

and construed under and governed and enforced by the laws of the State of New York~~California~~ without reference to choice of law rules. The Parties agree and consent to the jurisdiction of and venue in the state or federal courts in the city and state of New York in all disputes arising out of or relating to this Agreement. Neither this Agreement nor any provision hereof may be modified, amended, supplemented, waived, discharged, or terminated except in a writing signed by the parties. No failure or delay in exercising any right or remedy hereunder shall constitute a waiver of such, any other, right or remedy. This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, representations and agreements, if any, with respect to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument. For purposes hereof, a facsimile, portable document format (pdf) signature, or signature from an online e-signature platform, will be

considered an original signature. Neither party may assign this Agreement or any of the rights or obligations hereunder, in whole or in part, without the prior written consent of the other party.

Signatures.

The parties, on the dates indicated below, have caused their duly authorized representatives to execute this Agreement, which shall be effective on the Effective Date.

Oakland Unified School District

By: Tamara Arroyo
TAFESEFFFC91425...

Date: 8/8/2016

Name (print): Tamara Arroyo

Title: Executive ~~Executive~~, Director Educator Effectiveness

The New Teacher Project, Inc.

Daniel Weisberg

By: Daniel Weisberg (Aug 9, 2016)

Date: Aug 9, 2016

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p.p.: CEO

Schedule A
Statement of Work

TO: Tamara Arroyo, Oakland Unified School District

FROM: Heather Barondess, Partner, TNTP DATE: June

28, 2016

RE: SY 2016-17 Proposal for Educator Effectiveness Support (JULY - DECEMBER 2016) - REVISED DRAFT

This year, TNTP has partnered with OUSD to identify the best educators in the district and give them reasons to stay and ways to grow. Together, we have made headway toward ensuring that all teachers experience a rigorous and meaningful evaluation process through TGDS. We have also helped to make sure that principals receive the support that they need from Central Office to develop their staff, and tools to help retain their best teachers. To do so, we have created a Teacher Career Opportunity Map to articulate teacher leadership opportunities, and designed two new teacher leader roles to elevate and validate great teaching in OUSD, as defined by the Oakland Effective Teaching Framework and a teacher's TGDS ratings. Requiring an "effective" TGDS rating to be eligible for the most rigorous and demanding teacher leader roles validates the system itself, and sends a notable and significant message that effective teachers are valued in OUSD.

Based upon conversations with Educator Effectiveness leadership, TNTP respectfully proposes to continue its partnership with OUSD during school year 2016-17 to 1) design and implement TGDS and LGDS data reporting systems to showcase observation results by school and network and inform teacher development, 2) implement a teacher career lattice that will support and develop teacher leaders, and 3) provide targeted support to the Executive Director of Educator Effectiveness.

TGDS and LGDS Data Reporting (July - December 2016)

TGDS and LGDS will provide the data needed to identify the best teachers, but the district needs to build out structures to ensure that all principals are prioritizing their roles as talent managers. TNTP will partner with the Director of Educator Effectiveness to develop the data reporting mechanisms that will provide school leaders and Network Superintendents with data on how to inform teacher and leader development.

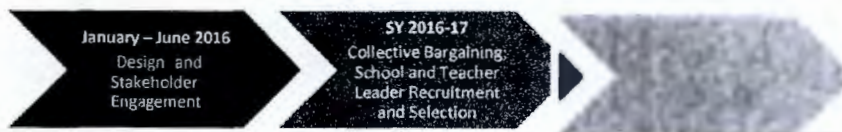
Specifically, TNTP will:

July - September 2016	Design year-long data reporting and training plan	<ul style="list-style-type: none"> Collaborate with the Educator Effectiveness team and the Office of School Support to set annual teacher and leader effectiveness metrics, including differential retention metrics and TGDS/LGDS data completion. Identify existing data, as well as data that does not currently exist to help inform staff development efforts using TGDS/LGDS Identify 'quick win' data extraction and collection items for the metrics Develop a year-long TGDS/LGDS data monitoring and action plan inclusive of all data that will be reported, actions that are expected to be taken as a result of the data and by whom
Fall 2016	Advise on Fall TGDS/LGDS Reports and Network Superintendent Coaching	<ul style="list-style-type: none"> Provide advice and support to designated staff on the Educator Effectiveness team to produce all TeachBoost reports scheduled for Fall production Support the Director of Educator Effectiveness in refining the team's skills and knowledge in using teacher performance data to inform campus-level coaching to meet educator effectiveness metrics. Produce a roadmap and selected materials for two workshops for Network Superintendents during fall semester. Offer strategic recommendations on options for allocating TGDS specialist time and resources in response to real-time data emerging throughout the school year.

		<ul style="list-style-type: none"> • Offer off-the-shelf resources to OUSD staff to support a subgroup of Network Superintendents in interpreting and acting upon key educator effectiveness metrics, and by providing the data Network Superintendents will need to work alongside their TGDS specialist on areas such as: improving rating accuracy within and across school building; providing better, more actionable feedback to teachers, and improving the instructional culture of campuses.
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Career Lattice, Phase 2 (July - December 2016)

For the past six months, OUSD and TNTP have designed a Teacher Career Opportunity Map, an organizing framework that articulates roles and leadership opportunities for teachers to be able to grow in their careers, and redesigned a few existing roles to be even more attractive to teachers and achieve greater impact for schools and students. The draft roles – the Instruction and Content Coach and the PLC Leader – represent a shift toward elevating the role of teacher by expecting them to lead other teachers, all while receiving the time, training, compensation, and on-going support they need to successfully move teacher and student performance.



Having achieved the objectives for the first phase of work, TNTP proposes to support OUSD through the second phase in SY 2016-17. In partnership with the Executive Director of Educator Effectiveness and Executive Director of Teaching and Learning, primarily, TNTP will:

Invest site-level stakeholders	<ul style="list-style-type: none"> • Develop a plan for engaging teachers and principals • Provide promotional materials, key messages, and talking points for presentations and convenings aimed at building excitement for how new roles can help develop teachers as leaders and have an increased impact on student achievement • Collect, synthesize and incorporate feedback as appropriate from teachers and other stakeholder groups, including implementation details
Bargain final design and process	<ul style="list-style-type: none"> • Working alongside the negotiator to develop bargaining strategy • Preparing the negotiator for meetings with the OEA with messages and materials to invest its members in the value of the Teacher Career Lattice • Actively revising design and implementation details, including associated costs, through rounds of bargaining
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Targeted Support for Executive Director, Educational Effectiveness (July - December 2016)

During weekly check-ins, TNTP will provide targeted support for the Executive Director to ensure a smooth transition to her role. Specifically, TNTP will:

- Work with the ED to establish goals for the Department, and determine metrics and targets toward those goals.
- Track individual staff progress toward goals and support staff talent management, including staff development.

- Advise on and inform strategic direction of the Department's work at key milestones or turning points, including new teacher induction.

Additional Considerations

In order to ensure long-term sustainability and success on all areas of work outlined above, during SY 2016-17 OUSD responsibilities would include but not be limited to the following:

- Delivery of all TGDS data at the start of the contract. Coordinate meetings with the Superintendent, Deputy Superintendent, and TNTP on a quarterly basis to ensure TGDS, LGDS, and Career Lattice program support and sustainability.
- Convene and communicate with schools and districts to develop interest in Career Lattice, confirm participation in school selection process and convey site responsibilities in piloting new roles.
- Coordinate and collaborate with select Network Superintendents on a monthly basis to monitor implementation of TGDS, and the Teacher Career Opportunity Map at school sites.
- Make final decisions regarding Opportunity Map and role design structure.
- Identify and meet with OEA leadership and district leaders to gain input and negotiate inclusion in the teacher contract.
- Identified staff to check-in regularly with TNIP staff to monitor progress, provide feedback and context, and provide guidance on decision points.
- For TGDS data reporting, identify staff member who will be available throughout the contract for weekly check-ins, to make design and metric decisions, and to learn report design and distribution process once we complete the work.
- By spring 2017, hire a Career Lattice program manager to oversee implementation.

Cost Summary

The sections below outline the staffing and costs of core team support.

The table below outlines the estimated costs:

- TGDS and LDGS Data Reporting will be staffed by TNTP's Data and Technology Advisory Team. They will work side-by-side with OUSD staff to automate data extractions and reporting.
- Advisory for TGDS Report generation and Network/Principal Coaching will be supported by a TNTP analyst.
- A core team of TNTP staff will work side-by-side with OUSD staff to provide support on Career Lattice and targeted support for the ED.
- As needed, the Educator Effectiveness Department can access TNTP's Data support team to provide support on a data diagnostic, data collection or reporting support, data reporting maintenance, and general analysis support as needed.
- Note: Targeted Support for the Executive Director of Educator Effectiveness is included in these costs.

Total	\$130,000
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We appreciate your consideration of this proposal and look forward to further discussion. Please contact Heather Barondess (heather.barondess@tnip.org or 415-994-0500) with questions or comments at any time.