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OAKLAND UNIFIED
SCHOOL DISTRICT

Community Schools. Thriving Students

Memo

To Board of Education

From Devin Dillon, Interim Superintendent
By: Kyla Johnson-Trammell, Interim Deputy Superintendent, ASEL

Board Meeting Date _____

Subject **Memorandum of Understanding between Oakland Unified School District and New Leaders, Inc.**

Action Requested Approval by the Board of Education of Memorandum of Understanding between Oakland Unified School District and New Leaders, Inc.

Background and Discussion Approval by the Board of Education of an Memorandum of Understanding between the District and New Leaders Inc. to provide services related to developing the individual leadership capacity of our emerging leaders in order to augmenting the internal pipeline for OUSD school leadership for the period of April 1, 2016 through June 30, 2017 in an amount not to exceed \$200,000.00

Recommendation Approval by the Board of Education of Memorandum of Understanding between Oakland Unified School District and New Leaders, Inc.

Fiscal Impact \$200,000.00

Attachments

- New Leaders, Inc. Memorandum of Understanding



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

Legislative File ID No. 17-0347

Department: CAO

Vendor Name: New Leaders, Inc.

Contract Term: Start Date: July 1, 2016 End Date: June 30, 2017

Annual Cost: \$ 200,000.00

Approved by: Devin Dillon

Is Vendor a local Oakland business? Yes No

Why was this Vendor selected?

Vendor is also working with Deputy Superintendent, ASEL with Principal Professional Development and on-going coaching.

Summarize the services this Vendor will be providing.

Vendor to provide services related to developing the individual leadership capacity of our emerging leaders in order to augmenting the internal pipeline for OUSD school leadership

Was this contract competitively bid? Yes No

If No, answer the following:

- 1) How did you determine the price is competitive?

Sole Source

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 \$86,000 (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
- Technology** contracts
 - electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$86,000 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**

EXECUTION VERSION

**MEMORANDUM OF UNDERSTANDING BETWEEN
NEW LEADERS, INC. AND OAKLAND UNIFIED SCHOOL DISTRICT**

This Memorandum of Understanding (“MOU”) is entered into between New Leaders, Inc. (“NL”) and Oakland Unified School District (the “District”) (together, the “Parties” and each, a “Party”) as of July 1, 2016.

WHEREAS, NL is a national 501(c)(3) not-for-profit organization, and its 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;

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

WHEREAS, the Parties desire to enter into this MOU to identify, train, certify, place, and support outstanding aspiring school leaders in schools operated by the District through New Leaders’ Aspiring Principals, Emerging Leaders, and Leading Instruction programs (the “Programs”).

WHEREAS, the Parties are committed to perform the activities described in this MOU since they share the goals of increasing student achievement through school leadership.

NOW, THEREFORE, the Parties, intending to be legally bound, hereby agree as follows:

Article I. Definitions.

1.1 “Artifacts” shall mean artifacts and examples of Participants’ school-based work, such as videos of personal practice or anonymous student work.

1.2 “Certification” shall mean the professional principal certification, issued by the state of California.

1.3 “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 MOU, 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) all materials marked as confidential by a party.

1.4 “District School” shall mean a school operated by the District.

1.5 “Emerging Leader” shall mean an individual recruited and selected by NL to participate in its Emerging Leaders program who is an employee of the District. Emerging Leaders are at no time employees of NL.

1.6 "Leading Instruction Participant" shall mean an individual recruited and identified by NL to participate in its Leading Instruction program who is an employee of District. Leading Instruction Participants are at no times employees of NL.

1.7 "Mentor Principal" shall mean the principal of a Residency School. Mentor Principals are employees of the District and at no time are employees of NL.

1.8 "New Leader" shall mean an individual who successfully completes NL's Aspiring Principals program. New Leaders are at no time employees of NL.

1.9 "NL Executive Director" shall mean the New Leaders Executive Director, Regional Program, West.

1.10 "Participant" shall mean an Emerging Leader, a Leading Instruction Participant, or a Resident.

1.11 "Platform" shall mean a protected online learning platform provided by NL on which Participants may upload Artifacts.

1.12 "Program City" shall mean Bay Area, California.

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

1.14 "Residency School" shall mean a District School at which the District employs a Resident as a Resident Principal and the Principal of which the District allows to participate as a Mentor Principal.

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

1.16 "Resident" shall mean an individual recruited and selected by NL to participate in its Aspiring Principals program who is or becomes an employee of the District. Residents are at no time employees of NL.

1.17 "Resident Principal" shall have the meaning provided in Article 4.1.

1.18 "School Leader" shall mean a Principal, Assistant Principal, or other equivalent school leadership position.

1.19 "School Year" shall mean the academic year as defined by the District.

1.20 "Senior Level Designee" shall mean a high-level employee of the District who reports directly to the Superintendent and who shall be responsible for coordinating and implementing this MOU on behalf of the District. Should there be a shift in the staffing of this role from time to time, the Superintendent and the NL Executive Director shall work together to identify a mutually agreed upon replacement.

1.21 "Superintendent" shall mean the Superintendent of the District.

Article II. Term. This MOU shall be effective from April 1, 2016 through June 30, 2017 and shall include the School Year 2016-17.

Article III. Recruitment and Selection or Identification of Participants.

3.1 Selection of Residents and Employment of Resident Principals.

(a) Prior to each School Year, NL shall recruit and select a cohort of Residents. NL has sole discretion over the selection of Residents, including selection criteria.

(b) Prior to each School Year, NL shall present the names, qualifications, and contact information of these Residents to the District. Within one (1) week of NL presenting it with the names, qualifications, and contact information of any Resident, the District shall decide whether to hire or designate that Resident as a Resident Principal for the upcoming School Year. The District has the sole discretion to decide whether to hire or designate any Resident as a Resident Principal.

(c) Subject to available funds and at the District's sole discretion, the District agrees to hire or designate up to five (5) Residents as Resident Principals for the 2016-17 School Year.

(d) NL may recommend to the District the transfer of any Resident Principal from one District School to another. Within two (2) weeks of receiving such a recommendation, the District shall decide whether, in its sole discretion, to accept or reject any such recommendation.

3.2 Recruitment and Selection of Emerging Leaders.

(a) The Parties will work together to identify and recruit who are already employed by the District for participation in NL's Emerging Leaders program.

(b) Prior to each School Year, NL will select a class of approximately eight (8) Emerging Leaders. NL has sole discretion over the selection of Emerging Leaders, including selection criteria, except that the Principal of the school where any Emerging Leader works must provide his or her written consent to that Emerging Leader participating in the Emerging Leaders program.

3.3 Recruitment and Identification of Leading Instruction Participants.

(a) The Parties will work together to identify and recruit individuals who are already employed by the District for participation in NL's Leading Instruction program.

(b) Prior to each School Year, NL will identify a class of approximately nine (9) Leading Instruction Participants. NL has sole discretion over the identification of Leading Instruction Participants, including selection criteria, except that the Principal of the school where any Leading Instruction Participant works must provide his or her written consent to that Leading Instruction Participant participating in the Leading Instruction program.

Article IV. Aspiring Principals Program.

4.1 Resident Principals.

(a) The District shall create an employee position entitled "Resident Principal" and/or shall designate certain employees of the District as "Resident Principals," notwithstanding the official title of such employees' positions. For purposes of this MOU, "Resident Principal" shall refer both to an employee with the official title of Resident Principal or an alternate title, so long as such employee is accorded by the District the status, roles, and responsibilities described in this MOU.

(b) The District shall define the hiring criteria for a Resident Principal; provided, however, that those criteria may not include (i) educational credentials other than a baccalaureate degree from an accredited university; or (ii) teaching credentials other than three (3) years of teaching experience in an elementary or secondary school, unless California law requires otherwise. The District shall have the sole discretion to offer employment as a Resident Principal to any individual who meets the hiring criteria.

(c) The District shall define the status, roles, and responsibilities of a Resident Principal; provided, however, that these status, roles, and responsibilities must include:

- (i) assignment to a District School as an administrator;
- (ii) at a minimum, the status, roles, and responsibilities of an Assistant Principal employed by the District at a District School;
- (iii) the ability to serve on the leadership team of a District School;
- (iv) the ability to supervise and evaluate teachers without immediate supervision;
- (v) the ability to spend at least ten (10) hours each week during the School Year engaged in instructional leadership responsibilities;
- (vi) the ability to spend at least two (2) weekdays per month during the School Year participating in educational or leadership training outside the District School;
- (vii) the ability to attend at least one (1) multiple-day training session that may include weekends and weekdays;
- (viii) permission to video his work to share via the Platform;
- (ix) the ability to request written permission from educators at the Residency School to include them in videos of the Resident Principal's work and to share the videos via the Platform;
- (x) the ability to share anonymously the work of his students or of the students of other educators at the Residency School with other participants in the Aspiring Principals program and NL;
- (xi) the ability to receive on-site coaching from NL during the school day, which may include NL observing the Resident Principal's school-based practice; and
- (xii) subject to the approval of the Mentor Principal, for up to four (4) total weeks during the second half of the School Year, the status, roles, and responsibilities of a principal employed by the District at a District School.

(d) The District shall define the salary and benefits of a Resident Principal; provided, however, that the District shall pay to each Resident Principal a salary and benefits, in accordance with its regular payroll practices, equivalent to the full, annual twelve-month salary and benefits for an Assistant Principal employed by the District; and provided, however, that if a person who is already employed by the District subsequently becomes a Resident Principal, such Resident Principal shall not suffer a

reduction in salary or benefits due to becoming a Resident Principal. The District shall ensure that each Resident Principal is employed by the District and on payroll to begin receiving salary and benefits as of July 1 of or preceding the Residency. The District will ensure that each Resident Principal receives his or her first paycheck by the first District payday following July 1 of or preceding the Residency. At no time will NL pay any Resident a salary, wages, benefits, or compensation.

(e) Resident Principals shall be employees of the District and shall not be employees of NL.

4.2 Selection of Mentor Principals and Assignment of Resident Principals to Residency Schools.

(a) Preceding each School Year within this MOU, and in preparation for the following School Year, NL shall identify principals working within the District that it believes would make outstanding Mentor Principals. NL has sole responsibility for identifying these potential Mentor Principals, including costs and selection criteria. NL shall present the names of these potential Mentor Principals to the District. Within one (1) week of NL presenting it with the name of any potential Mentor Principal, the District shall decide whether to approve the participation of that potential Mentor Principal for the upcoming School Year. The District has the sole discretion to decide whether to approve the participation of any principal as a Mentor Principal.

(b) The District shall require Mentor Principals to attend up to four (4) training sessions during the School Year, which may include weekdays or weekends.

(c) Subject to available funds and at the District's sole discretion, the District shall agree to approve the participation of up to five (5) Mentor Principals for the 2016-17 School Year.

(d) Following the District's approval of potential Mentor Principals and NL's selection of Residents for each School Year, NL shall present to the District a proposed list of assignments of Resident Principals to potential Residency Schools. Within one (1) week of NL presenting it with the proposed list of assignments, the District in its sole discretion shall decide whether to approve the assignments of Resident Principals to potential Residency Schools. The District has the sole discretion to decide whether to approve the assignment of any Resident Principal to any potential Residency School.

(e) The Parties acknowledge and agree that NL may end an individual's participation as a Mentor Principal at any time for any reason. The Parties acknowledge and agree that NL has no authority to terminate a Mentor Principal's employment by the District. The Parties acknowledge and agree that the District, in its sole discretion, may terminate any of its employees, including, but without limitation, any Mentor Principal.

(f) At no time will NL pay any Mentor Principal a salary, wages, benefits, or other compensation.

4.3 NL Training and Support During The Residency.

(a) Resident Support. During the Residency, each Resident shall receive regular training and support to develop his leadership capacity, which may include mentoring and feedback from NL staff, sessions with other New Leaders in the Program City, and assignments and projects.

(b) Residency Seminars. During the Residency, each Resident shall participate in Residency Seminars, including a multi-week summer training session, bi-monthly leadership

development seminars, and other learning experiences defined by NL in its sole discretion. NL has sole responsibility for the Residency Seminars and other learning experiences, including costs, curriculum, coursework, instructors, and evaluations of Residents. Residency Seminars and other learning experiences may take place in the Program City or in other locations as determined by NL and may occur on weekdays or weekends.

4.4 Certifications. NL shall, in its sole discretion, identify and engage an entity approved to recommend individuals to the California Department of Education (“DOE”) for Certification. The District shall work with DOE and NL as needed to ensure that all Resident Principals who satisfactorily complete the Aspiring Principals program during the Residency, as determined by NL in its sole discretion, receive their Certifications on the necessary timeframe such that Resident Principals will be eligible to apply for employment under the timeframe detailed in Section 4.5. The District shall provide prompt notice to NL of any information needed from NL to complete any documentation required from the District in connection with such Certification.

4.5 Application For Employment After the Residency.

(a) During the Residency, the District shall offer each Resident Principal the opportunity to interview for employment by the District as a School Leader in a District School for the School Year following the Residency.

(b) The District shall make any offer of employment to a Resident Principal as a School Leader in a District School for the School Year following the Residency by March 15 of the Residency. The District has the sole discretion to make such offers. If the District offers the Resident employment pursuant to this paragraph, the Parties expect that the Resident shall accept such a position.

(c) A Resident who is not offered employment as a School Leader in a District School by March 15 of the Residency may then interview for employment as a School Leader in a non-District School within the Program City for the School Year following the Residency. Between March 15 of the Residency and August 1 immediately following the Residency, if a Resident is offered employment as a School Leader by a non-District School for the School Year following the Residency, the Resident shall promptly inform the District. The District may, in its sole discretion, offer the Resident employment in a comparable School Leader position in a District School. If the District offers the Resident such a comparable School Leader position within one (1) week of the offer from the non-District School and no later than August 1 immediately following the Residency, the Parties expect that the Resident shall accept the position offered by the District. After August 1 immediately following the Residency, if the District has not offered the Resident employment as a School Leader in a District School for the School Year following the Residency, then the Resident may seek employment from any entity and shall have no further obligations to the District.

4.6 Support for New Leaders after the Residency Year

(a) NL will provide ongoing support to New Leaders who successfully complete the Residency and remain in good standing with NL as determined by NL and who are working as School Leaders after the Residency Year. Such ongoing support may include diagnostic toolkits, action plans, professional development modules, networks of other New Leaders, local summits, or other support.

(b) NL will provide more intensive induction support to certain New Leaders who are early tenure principals in District Schools in the 2016-17 School Year. This induction support includes but is not limited to virtual learning activities, in-person training sessions, on-site coaching, school-based projects, sharing of Artifacts and examples of school-based work, or other activities. The District agrees

to permit New Leaders receiving this support to attend related activities or sessions and to coordinate with NL on the scheduling of such activities or sessions to enable such New Leaders to attend them.

(c) The District will share its Principal professional development program and coordinate with NL to determine if there is training provided by the District in areas covered by NL that can be reduced or eliminated for New Leaders to ensure maximum efficiency and effectiveness.

Article V. Emerging Leaders Program.

5.1 Training of Emerging Leaders.

(a) NL will conduct an induction session with the new Emerging Leaders at the beginning of each year of the Emerging Leaders program to establish program expectations. The District shall require each principal of a school where one or more Emerging Leaders work to participate in a web-based meeting outlining program outcomes and principal support for the Emerging Leader; such principals may also attend the initial Emerging Leaders induction session.

(b) Over a period of one School Year, NL will provide ongoing training to each Emerging Leader to develop that Emerging Leader's leadership capacity by designing and delivering professional development in adult leadership skills to each Emerging Leader. This may include virtual learning, in-person sessions, school-based projects, sharing of artifacts and examples of school-based work, coaching, or other activities. NL will be responsible for developing the content of the professional development and may modify and update it at any time in its sole discretion.

(c) The District shall ensure that each Emerging Leader has:

- (i) The ability to lead a consistent team of at least two educators ("Team") focused on improving student achievement and teacher effectiveness;
- (ii) The ability to facilitate data team meetings using student achievement data;
- (iii) The ability to conduct professional development with the Team;
- (iv) The ability to observe and give informal feedback to educators on the Team;
- (v) Common planning time for the Emerging Leader and the Team to meet together at least bi-weekly;
- (vi) Access to interim assessment results for students of educators on the Team;
- (vii) Permission to video his work with the Team to share via the Platform;
- (viii) The ability to request written permission from educators on the Team to include them in videos of the Emerging Leader's work with the Team and to share the videos via the Platform;

(ix) Accommodations for the Emerging Leader informally to observe and give feedback on the instruction of educators on the Team, which may include classroom visits or team meetings;

(x) The ability to share anonymously the work of the Emerging Leader's students or of the students of the educators on the Team with other participants in the Emerging Leaders program and NL; and

(xi) The ability to receive on-site coaching from NL during the school day, which may include NL observing the Emerging Leader's school-based practice.

Article VI. Leading Instruction Program

6.1 Over a period of one School Year, NL will provide ongoing training to each Leading Instruction Participant to develop that Leading Instruction Participant's instructional leadership capacity by designing and delivering professional development in adult instructional leadership skills to each Leading Instruction Participant. This may include virtual learning, in-person sessions, school-based assignments, sharing of Artifacts, coaching, or other activities. NL will be responsible for developing the content of the professional development and may modify and update it at any time in its sole discretion.

6.2 The District will ensure that each Leading Instruction Participant has:

(a) A teacher of record position or the ability to plan for and instruct a group of at least five (5) consistent students ("Group") for the full school year and to interact with the Group for at least sixty (60) minutes or one (1) instructional period per week;

(b) Access to interim assessment results for all students that will be taught by the Participant or that are in the Group ("Students");

(c) The ability to facilitate data team meetings using student achievement data;

(d) Permission to video his work with certain Students and with other educator(s) in the school and to share the videos via the Platform;

(e) The ability to request written permission, if required, via release form or otherwise, from the parent/guardian of certain Students and from other educator(s) in the school to include such individuals in videos of the Leading Instruction Participant's work and to share the videos via the Platform;

(f) The ability to share other Artifacts, including but not limited to de-identified work of the Students, with other participants in the program and NL; and

(g) The ability to receive on-site coaching from NL during the school day, which may include NL observing the Leading Instruction Participant's school-based practice.

Article VII. All Programs.

7.1 NL may conduct assessments and/or evaluations of each Participant to measure his knowledge and application of key course concepts (collectively "Assessments"). The Parties acknowledge and agree that the Assessments will be confidential to NL and the Participant, unless further agreed by the Parties; provided that NL will share high-level progress reports on each Resident with the

District throughout the School Year. NL may, in its sole discretion, determine the content and standards of each Assessment and whether a Participant has met the standards of an Assessment. The Parties acknowledge and agree that Assessments are separate and distinct from any reviews or other evaluations that District may conduct of a Participant as an employee in any capacity, and that they have no bearing on any employment actions that the District may take concerning any of its employees, including any Participant.

7.2 The Parties acknowledge and agree that NL may remove a Participant from a Program at any time for any reason in its sole discretion. The Parties acknowledge and agree that such removal does not limit the District's sole right to hire, transfer, and/or terminate the Participant or constitute termination from District employment.

7.3 The Parties acknowledge and agree that NL has no authority to hire any Participant as an employee of the District or to terminate any Participant's employment by the District. The Parties acknowledge and agree that the District, in its sole discretion, may hire, transfer, and/or terminate any of its employees, including, but without limitation, any Participant. Should the District transfer any Participant, it shall use best efforts to transfer the Participant to a position in which the Participant can continue to fulfill the requirements of the applicable Program. The District will encourage Participants to commit to remaining in the applicable program for the full school year.

7.4 NL may modify and update its Programs at any time in its sole discretion, including but not limited to the content, timing and delivery of professional development, training, and support.

Article VIII. Evaluation Of School Performance.

8.1 For each School Year, NL may in its sole discretion arrange for one (1) or more research studies, which may be conducted by an independent, third-party evaluator or by NL, of some or all District Schools where New Leaders or Participants are serving in order to analyze the success of one or more of the Programs. NL has sole responsibility for any of NL's research studies, including costs. NL has no responsibility for any other research studies organized and provided by the District or any other outside agency.

8.2 The District shall, at no cost to NL, to the extent allowed by law and as soon as possible upon request, make available to NL and/or its independent, third-party evaluator (i) all student-level data related to (a) student demographic characteristics, (b) achievement assessment including but not limited to annual state test results, interim and benchmark assessment results, and Accuplacer assessment results, and (c) non-tested outcomes including but not limited to attendance data, suspension and expulsion data, course completion, graduation rates, SAT and/or ACT participation, high-school course-taking, including credits taken in "core" subject areas and college preparatory course-taking (honors, AP, or IB courses); and (ii) annual school-level data for all District Schools, including but not limited to results of school climate or school culture surveys, teacher quality of effectiveness, principal quality of effectiveness, teacher and principal retention data, principal certification/qualification and length of tenure data, graduation rates by school, proficiency rates by content area and grades, report card grades, average attendance, school-level proficiency data disaggregated by demographic subgroup, and a data set of the publicly available school-level information on all District Schools. The District shall also, at no cost to NL, to the extent allowed by law and as soon as possible upon request, make available to NL other data reasonably requested by NL concerning any New Leader, any Participant, or any potential or actual Mentor Principal.

8.3 The District shall, at no cost to NL, to the extent allowed by law, and as soon as possible upon request, cooperate with NL's efforts to (i) conduct surveys, observations, and/or interviews of

students, staff, and parents at all District Schools where New Leaders or Participants are serving, and (ii) gain access to other District Schools to perform similar activities.

8.4 The Parties will cooperate to execute any further written agreement that may be required by law for the District to provide the information to NL and/or its independent third-party evaluator contemplated by this Article VIII.

8.5 Upon a written request by the District, NL will provide the District with a copy of any final, publicly available research study created pursuant to this Article VIII.

Article IX. Operation Of Program.

9.1 The District shall designate the Senior Level Designee, who shall meet with the NL Executive Director or his designee at least two (2) times during the School Year to discuss the coordination and implementation of this MOU.

9.2 During the Residency and for the first five (5) years following the Residency, a Senior Level Designee shall offer all New Leaders employed by the District as Principals or Assistant Principals and all Resident Principals the opportunity to collectively meet with the Senior Level Designee at least four (4) times a year on a quarterly basis. During the Residency and for the first five (5) years following the Residency, the Superintendent shall offer all such New Leaders and Resident Principals the opportunity to collectively meet with the Superintendent at least two (2) times a year on a semi-annual basis.

9.3 The District shall offer to the NL Executive Director the opportunity to observe and address any meeting within the District (including without limitation Cabinet meetings) at which issues relating to School Leaders are expected to be discussed.

9.4 The District acknowledges and agrees that NL staff who support Participants and School Leaders may attend District meetings and professional development sessions offered to District educators.

Article X. Payments. In order to help fund the costs of delivery of the Programs described herein, the District shall pay to NL a flat fee of two hundred thousand dollars (\$200,000.00). Payment shall be due according to the following schedule:

- \$100,000 – due upon execution of this MOU
- \$100,000 – due on or before December 1, 2016

District will pay invoices within thirty (30) days of receipt.

Article XI. Data. Subject to Section XII below, any data or other material furnished by District for use by NL under this MOU (“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 Programs. 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.

Article XII. Intellectual Property.

12.1 The Parties acknowledge and agree that, as between the parties, NL 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, and 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; (v) technology and software, including but not limited to all online platforms and technology (collectively, the “NL IP”). For the avoidance of doubt, the NL IP includes any works authored or developed by NL in connection with this MOU. No license is granted in, to or under the NL IP other than as expressly set forth herein.

12.2 NL will provide the Platform on which Participants may upload Artifacts. The District will inform NL and Participants of any District regulations or other requirements for recording in District Schools, will coordinate with NL to prepare any documentation for such recording, and will assist NL and/or Participants in obtaining any documentation for such recording. The District acknowledges and agrees that the uploading of any Artifact to the Platform by a Participant is not and shall not be construed as infringement on any intellectual property right of the District, and the District hereby consents to and grants a non-exclusive, royalty-free, perpetual, sublicensable, and transferable right and license to NL and any Participant to upload any such Artifact to the Platform. The District further grants NL a non-exclusive, royalty-free, perpetual, sublicensable, and transferable license to reproduce, modify, edit, publish, distribute, display, create derivative works based on, and otherwise use any Artifact uploaded by a Participant to the Platform.

Article XIII. Parties’ Relationship. NL 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. NL 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.

Article XIV. Confidentiality. 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 this MOU, 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 MOU, 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 MOU, 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 of Disclosing Party and other documents relating thereto that Receiving Party may then possess or have under his or her control. 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 Article XIV. In the event of an alleged or threatened breach by Receiving Party of any of the provisions of this Article XIV, 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.

Article XV. Representations and Warranties.

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

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

Article XVI. Indemnification.

16.1 District hereby agrees to indemnify, hold harmless, and defend NL 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 MOU by District, except for Claims arising out of the recklessness or willful misconduct of NL. NL will give District prompt notice of any claim asserted against it on the basis of which NL 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.

13.2 New Leaders hereby agrees to indemnify, hold harmless, and defend the District and/or its employees, officers, directors, agents and State Trustee from and against any Claim arising out of or related to any breach of this Agreement by New Leaders, except for Claims arising out of the recklessness or willful misconduct of the District. The District will give New Leaders prompt notice of any claim asserted against it on the basis of which the District intends to seek indemnification from New Leaders as herein provided (but the obligations of New Leaders under this Section will not be conditioned upon the receipt of such notice). The indemnification provisions of this Section will not require payment as a condition precedent to recovery.

Article XVII. Limitation of Liability. In no event shall NL 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 Programs or this MOU, whether such liability is asserted on the basis of contract, tort, or otherwise, even if NL has been advised of the possibility of such damages. NL's total liability for all damages arising from or relating to the Programs or this MOU shall be limited to the amount of the fee paid by District.

Article XVIII. Compliance with Law. The Parties acknowledge and agree that, notwithstanding anything in this MOU to the contrary, they shall both comply with applicable law. If at any time the District determines that any portion of this MOU is in conflict with applicable law, it shall make a prompt, good faith effort to seek a change in such applicable law to remove any such conflict.

Article XIX. Participation of Other Schools. The Parties acknowledge and agree that NL may enter into separate memoranda of understanding or other agreements with any other school, charter management organization, or school district in NL's sole discretion.

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

School Leaders, and Mentor Principals are not at any time jointly employed by NL and the District. The Parties further acknowledge and agree that (1) NL cannot, and has no legal right to, at any time hire or otherwise determine any Participant's, New Leader's, Resident Principal's, School Leader's, or Mentor Principal's employment by the District; (2) NL cannot, and has no legal right to, at any time pay any Participant's, New Leader's, Resident Principal's, School Leader's, or Mentor Principal's wages, salary, or benefits of any kind; (3) NL cannot, and has no legal right to, at any time supervise or control any Participant, New Leader, Resident Principal, School Leader, or Mentor Principal during the course of that individual's employment by the District; (4) NL cannot, and has no legal right to, terminate any Participant, New Leader, Resident Principal, School Leader, or Mentor Principal from that individual's employment by the District; and (5) NL's regular business does not at any time extend to the operation of District Schools.

Article XXI. Termination. This MOU will terminate: (a) immediately upon the insolvency or bankruptcy of NL or District; (b) by either Party, upon material breach of any of the other Party's duties under this MOU, provided that the breaching Party has failed to cure such breach within thirty (30) days following a written notice of such breach by the terminating Party; (c) by either Party, at its option, at any time, for any reason, or no reason whatsoever, effective at the end of the School Year during which the notice of termination is issued; or (d) by NL, at its option, at any time, in the event NL does not receive sufficient funding, as determined in New Leaders' sole discretion, to support the services, effective upon the date set forth in the notice of termination. In the case of a termination pursuant to subsection (c) of this paragraph, the District shall continue to be obligated to pay NL for any services rendered by NL prior to the end of such School Year in accordance with the payment terms herein. The District acknowledges and agrees that following such School Year NL may, at NL's sole discretion, continue to provide the training and support contemplated by this MOU at no cost to the District or at such cost as is mutually agreed upon in writing by NL and the District. Articles XI through XXII survive termination of this MOU for any reason whatsoever.

Article XXII. Miscellaneous

22.1 Complete MOU. This MOU 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.

22.2 Notices. All notices, requests, or demands to or upon any of the Parties under this MOU shall be in writing and, unless otherwise expressly provided herein, shall be deemed to have been duly given or made when delivered or three (3) business days after being deposited in the mail, postage prepaid, or, in the case of email notice, when received if a return receipt is included, addressed as follows or to such other address as may be hereafter notified by the respective parties hereto:

For *New Leaders, Inc.*

Laura B. Kadetsky, General Counsel
New Leaders, Inc.
1003 K Street NW, Ste. 500
Washington, DC 20001
Tel: 646-792-1070
lkadetsky@newleaders.org

For *District*

Tamara Arroyo
Oakland Unified School District
1000 Broadway, Suite 600
Oakland, CA 94607
Tel: 510-220-3104
tamara.arroya@ousd.org

22.3 No Third-Party Beneficiaries. The Parties agree that there are no third-party beneficiaries of this MOU.

22.4 Amendments. This MOU may not be amended or modified except by a written instrument signed by all the Parties hereto.

22.5 Severability. Whenever possible, each provision of this MOU shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this MOU is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this MOU.

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

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

22.8 No Assignment. Neither NL nor the District shall assign any interest in this MOU by assignment, transfer, or novation, without prior written consent of the other Party. Notice of any such assignment or transfer shall be furnished promptly to the other Party.

22.9 Counterparts. This MOU may be executed in one (1) or more counterparts, including by facsimile, PDF, or electronic signature. All executed counterparts together shall be deemed to be one and the same instrument.

22.10 Choice of Law and Jurisdiction. This MOU 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.

22.11 Waiver. The failure of either District or NL to insist upon strict performance of any of the provisions of this MOU will not, in any way, constitute a waiver of its rights under this MOU, 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 MOU.

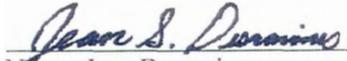
22.12 Authorization To Sign. Each person signing this MOU represents and warrants that they are authorized to the fullest extent of the law to sign and bind in the capacity provided for herein.

22.13 **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion:** The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List, <https://www.sam.gov/portal/public/SAM>.

IN WITNESS WHEREOF, NL and District have caused this MOU to be duly executed and delivered on the date first above written.

NEW LEADERS, INC.

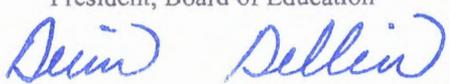

Name: Jean Desravines
Title: Chief Executive Officer

Date: 2/6 2017

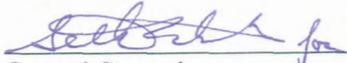

Name: Laura B. Kadetsky
Title: General Counsel

Date: 2/6 2017

OAKLAND UNIFIED SCHOOL DISTRICT


President, Board of Education

Superintendent and Secretary, Board of Education

Approved as to Form


General Counsel