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**OAKLAND UNIFIED
SCHOOL DISTRICT**

Community Schools, Thriving Students

Memo

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer

Board Meeting Date June 26, 2019

Subject Memorandum of Understanding, No Cost
Contractor: New Leaders, Inc.
Services For: Continuous School Improvement Department

Action Requested and Recommendation

Approval by the Board of Education of a No-Cost Memorandum of Understanding between the District and New Leaders, Inc., New York, CA, for the latter to provide professional development program services through New Leaders' Aspiring Principals and Emerging Leaders programs, increasing student achievement through school leadership for the 2018-2019 school year; seven (7) Emerging Leaders participants will provide on-the-job training that prepares teacher leaders, coaches, and/or assistant principals to boost achievement across multiple classrooms - with a focus on seeing results during the training year; combines intensive study with job-embedded coaching as participants lead a team of teachers to elevate instruction and achievement via the Continuous School Improvement Department, for the period July 1, 2018 through June 30, 2019, at no cost to the District.

Background

(Why do we need these services? Why have you selected this vendor?)

Emerging Leaders provides on-the-job training that prepares teacher leaders, coaches, and/or assistant principals to boost achievement across multiple classrooms – with a focus on seeing results during the training year. Emerging Leaders combines intensive study with job-embedded coaching as participants lead a team of teachers to elevate instruction and achievement.

Competitively Bid

Was this contract competitively bid? No
If no, exception: No fees to OUSD for services; in kind partnership

Fiscal Impact

Funding resource(s): No Fiscal Impact

Attachments

- Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU" or "Agreement") is entered into as of July 1, 2018 (the "Effective Date"), between New Leaders, Inc., located at 30 West 26th Street, 10th Floor, New York, NY 10010 ("New Leaders"), and Oakland Unified School District located at 1000 Broadway, Suite 680 Oakland, CA 94607 ("District") (together the "Parties" and each a "Party").

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

WHEREAS District is a school district formed and existing under the laws of the state of California;

WHEREAS District is engaging New Leaders to provide its professional development program services through New Leaders' Aspiring Principals and Emerging Leaders programs (the "Programs"); and

WHEREAS, the Parties are committed to perform the activities described in this Agreement since they share the goal of increasing student achievement through school leadership;

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

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

2. Term. The Term of this Agreement will begin on the Effective Date and terminate on June 30, 2019, unless earlier terminated as provided herein, and shall include the School Year 2018-2019.

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

4. Compensation. The Parties acknowledge and agree that New Leaders shall seek philanthropic funding to support the cost of operating the Services, which are provided at no cost to the District. If New Leaders does not obtain funding sufficient to operate the Services, as determined in New Leaders' sole discretion, it may terminate the Agreement pursuant to Section 11 below. The District agrees to support and cooperate with New Leaders' efforts to obtain philanthropic funding to support the cost of operating the Services, which may include, but are not limited to, attending donor meetings or providing information in a timely manner to support grant requests.

5. Confidentiality.

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

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

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

7. Intellectual Property.

(i) The Parties acknowledge and agree that, as between the parties, New Leaders retains and exclusively owns all right, title and interest in and to its intellectual property rights, including but not limited to: (i) inventions, patents and patent applications; (ii) trademarks, service marks, designs, logos, trade names, Internet domain names; (iii) copyrights or other works of authorship (whether or not copyrightable); (iv) trade secrets, know-how, processes, methodologies, techniques, ideas, and concepts; and (v) technology and software (collectively, the "New Leaders IP"). For the avoidance of doubt, the New

Leaders IP includes any works authored or developed by New Leaders in connection with this Agreement. No license is granted in, to or under the New Leaders IP other than as expressly set forth herein.

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

8. Representations and Warranties.

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

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

9. Indemnification.

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

(ii) New Leaders hereby agrees to indemnify, hold harmless, and defend District and/or its subsidiaries, affiliates, employees, officers, directors, agents, or other partners from and against any claim, demand, loss, damage, or other liability, including reasonable attorneys' fees and expenses, (collectively, "Claims") arising out of or related to any breach of this Agreement by New Leaders, except for Claims arising out of the recklessness or willful misconduct of District. District will give New Leaders prompt notice of any claim asserted against it on the basis of which 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.

10. Limitation of Liability. In no event shall New Leaders or its officers, directors, trustees, employees, or other representatives be liable to District or any other person for any indirect, incidental, special, exemplary, consequential, or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to the Services or this Agreement, whether such liability is asserted on the basis of contract, tort, or otherwise, even if New Leaders has been advised of the possibility of such damages. New Leaders' total liability for all damages arising from or relating to the Services or this Agreement shall be limited to \$20,000.00.

11. Termination. This Agreement will terminate: (a) immediately upon the insolvency or bankruptcy of New Leaders or District, (b) by either Party, upon material breach of any of the other Party's duties under this Agreement, provided that the breaching Party has failed to cure such breach within thirty (30) days following a written notice of such breach by the terminating Party, (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 New Leaders, at its option, at any time, in the event that New Leaders does not receive sufficient funding, as determined in New Leaders' sole discretion, to support the Services, effective upon the date set forth in the notice of termination. In the event of termination hereunder for any reason, New Leaders will, upon receipt of notice from District, take all necessary steps, as specifically directed by District or otherwise, to bring New Leaders' work to a close in an orderly manner. The following provisions survive the termination of this Agreement for any reason whatsoever: Sections 5 (Confidentiality), 7 (Intellectual Property), 8 (Representations and Warranties), 9 (Indemnification), 10 (Limitation of Liability), 11 (Termination), and 13 (Miscellaneous).

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

13. Miscellaneous.

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

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

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

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

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

(f) Choice of Law and Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law provision or rule. EACH PARTY TO THIS AGREEMENT HEREBY WAIVES ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO RESOLVE ANY DISPUTE BETWEEN THE PARTIES HERETO.

(g) Amendments. This Agreement may not be amended or modified except by a written instrument signed by all the Parties hereto.

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

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

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

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

(l) 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>.

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

If to District: Kyla Johnson-Trammell
Oakland Unified School District
1000 Broadway, Suite 680
Oakland, CA 94607

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

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

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

NEW LEADERS, INC.


Digitally signed by Echoworx Secure Mail Subscriber
DN: email=lkadetsky@newleaders.org, cn=Echoworx
Secure Mail Subscriber
Date: 2019.07.17 17:41:00 -04'00'

Name: Laura Kadetsky
Title: General Counsel, Chief Business
Solutions Officer, & Secretary
Date: July 17, 2019

OAKLAND UNIFIED SCHOOL DISTRICT

 7/18/19

Name: Kyla Johnson-Trammell
Title: Superintendent

Date:  7/18/19

Name: Aimee Eng
Title: President, Board of Education

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the General Counsel
APPROVED FOR FORM AND SUBSTANCE

By: 
Michael L. Smith, Attorney at Law

6/19/19

OUSD or the District verifies that
the Contractor does not appear on
the Excluded Parties List at
<https://www.sam.gov/>

Exhibit A
Scope of Work

Emerging Leaders Program

New Leaders will provide the professional development program described herein (“Emerging Leaders”) in school year 2018-2019 to seven (7) EL Participants.

Program Overview

Emerging Leaders provides on-the-job training that prepares teacher leaders, coaches, and/or assistant principals to boost achievement across multiple classrooms – with a focus on seeing results during the training year. Emerging Leaders combines intensive study with job-embedded coaching as participants lead a team of teachers to elevate instruction and achievement.

Program Outcomes

Emerging Leaders’ outcomes are to train transformational leaders who:

- build a culture of collective efficacy and positively impact instructional practice by maintaining a focus on rigor, high expectations, growth, and achievement for all;
- utilize coaching practices that inspire change in teachers’ instruction by leading them to align and implement high leverage strategies;
- demonstrate personal leadership by employing reflective practices while building and encouraging strong, trusting relationships through the application and modeling of appropriate and effective communication strategies;
- positively impact the Data Driven Instruction (“DDI”) culture in schools by ensuring laser-like focus on teaching, learning, and increasing achievement and growth for all students; and
- build capacity, in their team members, by strategically leveraging relationships while observing, supporting and coaching them towards success and holding them accountable to a vision of excellence for all students.

Program Components

1. *Recruitment and Selection of EL Participants.*

- a. The Parties will work together to identify and recruit teacher leaders, coaches, and/or assistant principals with the potential to become school leaders who are employed by the District for participation in Emerging Leaders as described herein. To facilitate the selection of EL Participants, according to a timeline set by New Leaders, the District will provide New Leaders the names and contact information for recommended candidates who meet District and New Leaders program eligibility requirements, send District representatives to attend New Leaders recruitment events, and champion recruitment events through communication from District leaders.
- b. Prior to the start of Emerging Leaders in the school year, New Leaders will select a class of EL Participants. New Leaders has sole discretion over the selection of EL Participants, including selection criteria. If New Leaders does not select any District employee as an EL Participant in the school year, then the Parties shall be released from their obligations in this Agreement related to Emerging Leaders in the school year.

2. *Learning Cycle.*

- a. New Leaders’ Learning Cycle is outlined in paragraph 2 above.
- b. Examples of Learning Cycle Topics for Emerging Leaders:
 - Data Driven Instruction: Constructing SMART Goals and a Strategic Plan
 - Using the Coaching Cycle to Effectively Implement Feedback
 - Observing and Coaching Towards Improved Teacher Practice Using the Instructional Practice Guide (IPG)
 - Data Team Meeting Challenges and Accountability (Identifying Root Causes and Strategically Determining Solutions)

- Engaging Others to Take Responsibility and Building Shared Leadership
- 3. *Training of EL Participants.* EL Participants will include the following activities:
 - a. Program orientation session: An in-person or web-based meeting held prior to the start of Emerging Leaders outlining program outcomes and principal support needed for the EL Participants.
 - b. Induction sessions: Over four (4) to five (5) days prior to the start of the school year, New Leaders shall conduct full-day sessions with the new EL Participants to build norms, develop relationships with peers, extensively build foundational program knowledge and carry out guided practice with their peers. Session topics include:
 - Developing and Supporting a High Performing Team around College and Career Readiness
 - Introduction to DDI (Part I) - Understanding Assessment and Analysis
 - Introduction to DDI (Part II): Understanding Action Planning and Facilitating Data Team Meetings
 - c. Web-based tutorials: Approximately seven (7) to nine (9) tutorials hosted on the Platform. Some of these tutorials may occur on specific dates at specific times while others may be completed on the EL Participant's own time within a specified date range.
 - d. In-person group training sessions: Approximately five (5) hours of in-person training sessions each month during the program, for a total of approximately seven (7) sessions across nine (9) months during the school year. In in-person sessions, each EL Participant will review content covered on the web-based tutorials, discuss content with New Leaders and peers, and role-play with peers. Prior to in-person sessions, EL Participants will complete pre-work.
 - e. Teacher team: Each EL Participant shall lead a consistent team of at least two (2) teachers ("Team") focused on improving student achievement and teacher effectiveness. The EL Participants may be required to facilitate data team meetings using student achievement data, conduct professional development with the Team, observe and give informal feedback to teachers on the Team, and engage in common planning time with the Team.
 - f. Recording practice: Each EL Participant shall video-record his or her practice, submit such recordings to New Leaders as directed, and secure all necessary written permissions for such recording.
 - g. Regular coaching sessions: New Leaders shall provide approximately ten (10) to twelve (12) hours of coaching, in a blended model of in-person, virtual, and telephone conversations, to each EL Participant over the course of the year. Each EL Participant is assigned a New Leaders staff member who provides such coaching to help customize the program to build on the EL Participant's daily duties and address unique local challenges.
 - h. Surveys: Participants and their supervisors shall complete feedback surveys for New Leaders to gather data and drive program improvement.
 - Participant surveys include:
 1. End of session surveys - gather feedback regarding session and web-based tutorial quality
 2. Coaching surveys - gather feedback regarding quality of coaching provided by New Leaders
 3. Mid-year survey - distributed at midpoint in year to gather overall feedback on how various components of Emerging Leaders are supporting participant growth and learning as leaders
 4. End-of-year survey - distributed at the end of the program year to gather overall feedback on how various components of Emerging Leaders supported participant growth and learning as leaders
 - Supervisor survey - gather the EL Participant's supervisor's feedback regarding program quality and implementation
 - i. Assessments: New Leaders will conduct assessments and/or evaluations of each EL Participant to measure his/her knowledge and application of key program concepts ("EL

Assessments”). The Parties acknowledge and agree that the EL Assessments will be confidential to New Leaders and the EL Participant, unless further agreed by the Parties, provided that New Leaders will share high-level progress reports on each EL Participant with the District at least once during the school year. New Leaders may, in its sole discretion, determine the content and standards of each EL Assessment and whether an EL Participant has met the standards of an EL Assessment. The Parties acknowledge and agree that EL Assessments are not part of any reviews or other evaluations that the District may conduct of an EL Participant as an employee in any capacity, and that New Leaders shall bear no responsibility for any employment action that District may take concerning such employee. Assessments include:

- Entry Assessment: To provide baseline data on each EL Participant’s instructional knowledge.
 - Learning Meetings: Three (3) meetings over the school year in which EL Participants meet one-on-one formally with their assigned New Leaders staff member to track progress toward goals for student growth and reflect on practice.
 - Assignments: There are seventeen (17) assignments over the school year, which may include, but are not limited to, analyses, video submissions, written reflection for measurement against proficiency standards, and/or submission of artifacts or examples of the EL Participant’s school-based work, such as anonymous student work, (“Artifacts”) as evidence, on the Platform. Assignments are standard for the program and will not be modified for District context.
- j. School-based Observations: EL Participants will coordinate with New Leaders to provide opportunities for school-based observations, surveys, or consultation with other educators, to occur as determined by New Leaders.

4. *District’s Responsibilities.*

- a. Ensure that each EL Participant has:
- The ability to lead a consistent team of at least two teachers (“Team”) focused on improving student achievement and teacher effectiveness;
 - The ability to facilitate data team meetings using student achievement data;
 - The ability to conduct professional development with the Team;
 - Common planning time for the EL Participant and the Team to meet together at least bi-weekly;
 - Access to interim assessment results for students of teachers on the Team;
 - Permission to video his/her work with the Team to share via the Platform;
 - The ability to request written permission from teachers on the Team to include them in videos of the EL Participant’s work with the Team and to share the videos via the Platform;
 - The ability to and accommodations for the EL Participants informally to observe and give feedback on the instruction of teachers on the Team, which may include classroom visits or team meetings;
 - The ability to share anonymously the work of the EL Participant’s students or of the students of the teachers on the Team with other participants in Emerging Leaders and New Leaders;
 - The ability to receive on-site coaching from New Leaders during the school day, which may include New Leaders observing the EL Participant’s school-based practice; and
 - The ability to use certain New Leaders-provided tools in their school sites.
- b. Ensure that each principal of a school where one or more EL Participants work will
- Participate in Emerging Leaders orientation session; and
 - Respond to New Leaders’ inquiries and updates in a reasonably timely manner;
- c. Encourage each principal of a school where one or more EL Participants work to meet with each EL Participant on a regular basis (approximately 30 - 45 minutes once per month during

- the program year) to keep informed about the work the EL Participant does in the program and provide support to program participation;
- d. Encourage each matriculated EL Participant to commit to remaining in Emerging Leaders for the full school year;
- e. Inform New Leaders of any District regulations or requirements for recording in District, coordinate with New Leaders to prepare any documentation for such recording, and assist EL Participants in obtaining any documentation for such recording;
- f. Respond to New Leaders' inquiries and updates in a reasonably timely manner; and
- g. Complete other responsibilities as set forth herein.

Aspiring Principals Program

New Leaders will provide the principal preparation program described herein ("Aspiring Principals") in school year 2018-19 to seven (7) participants in the Residency component of Aspiring Principals and two (2) participants in the Induction component of Aspiring Principals. Participants in the Residency component of Aspiring Principals may be referred to as "Residents" (participants in any program are referred to as "Program Participants").

Program Components

1. Selection of Residents, Employment of Resident Principals, and Mentor Principals.

- Preceding the school year within this Agreement, New Leaders shall recruit and select a cohort of Residents. New Leaders has sole discretion over the selection of Residents, including selection criteria. If New Leaders does not select any District employee as a Resident in a particular school year, then the Parties shall be released from their obligations in this Agreement related to Aspiring Principals in such school year.
- New Leaders shall present the names, qualifications, and contact information of selected Resident(s) to the District. Within one (1) week of New Leaders presenting it with the names, qualifications, and contact information of any Resident, the District shall decide whether to hire or designate any Resident as a Resident Principal, as defined below, for the upcoming school year and shall identify the school within District at which the Resident Principal will be employed ("Residency School"). The District has the sole discretion to decide whether to hire or designate any Resident as a Resident Principal.
- The District agrees to hire or designate the above-referenced number of Residents as Resident Principals for the 2018-19 school year.
- The Principal of the Residency School shall act as the on-site leadership coach for purposes of the Residency ("Mentor Principal"). The Mentor Principal provides the Resident opportunities for leadership and feedback around daily engagement and growth. The Mentor Principal also acts as the main source of information for Resident progress to New Leaders. The District has the sole discretion to decide whether to approve the participation of the Principal as a Mentor Principal. The Mentor Principal shall (i) attend up to four (4) training sessions during the school year, which may include weekdays or weekends, (ii) participate in monthly meetings with New Leaders regarding Resident progress and performance, and (iii) complete the principal portion of a 360 feedback evaluation two (2) times during the Residency. At no time will New Leaders pay any Mentor Principal a salary, wages, or other compensation.

2. Training of Residents. Aspiring Principals will include the following activities, with cohorts of Residents comprised of District employees and employees of other schools in the geographic area:

- a. Program Induction: Before Summer Foundations, each Resident shall participate in approximately four (4) days of in-person sessions for an induction process to learn more about the program, local program context, and cohort members and to work with New Leaders to identify personal strengths and growth areas. The induction process may include customized and standard pre-work assignments, self-assessments, a school diagnostic, and/or creation of an individualized learning plan.

- b. Foundations: During the Residency, each Resident shall participate in an ongoing leadership learning experience that combines leadership theory and practical leadership application, including in-person training sessions, leadership reflections, monthly feedback meetings, school-based projects, assignments, and formal assessments (“Foundations”). New Leaders has sole responsibility for Foundations, including costs, curriculum, coursework, instructors, and evaluations of Residents. Foundations may take place in the local geographic area or in other locations as determined by New Leaders and may occur on weekdays or weekends. Foundations includes:
- *Regional Summer Foundations* – An intensive, full-time educational program held during the summer of 2018.
 - *Local In-Person Training Sessions* – Local in-person training sessions to occur approximately two (2) days a month or their equivalent with the local cohort. These sessions will include but are not limited to reviewing progress, raising questions and concerns, integrating the topics from Regional Summer Foundations with the Residency experiences, and continuing learning coursework.
 - *School-based Projects* - School-based projects to be completed within the Residency School. The Resident will be expected to identify and lead a group of teachers resulting in an improvement in teacher practice and student academic performance and allowing the Resident to demonstrate understanding of the New Leaders standards and concepts. Throughout the Program, the Resident may be asked to upload Artifacts to the Platform.
- c. Residency: Each Resident shall spend the 2018-19 school year employed as a Resident Principal, as described herein, in the Residency School and shall work under the supervision of the Mentor Principal. The Resident Principal shall work comparable hours and days to the other members of the Residency School’s leadership team except when out of the building for planned program activities. The Resident Principal shall work with the Mentor Principal and consult with New Leaders to design specific projects within the Residency School to provide additional support to help the Mentor Principal accomplish the Residency School’s mission, enable the Resident Principal to exercise a substantial amount of responsibility over the projects, and provide the Resident Principal the opportunity to practice leadership skills and demonstrate proficiency or above on all of the New Leaders standards. The Resident Principal will attend administrative team meetings for the Residency School and will spend at least 10 hours each week engaged in instructional leadership responsibilities. The Resident Principal will commit to increasing the level of student achievement within a defined teacher team, such as grade level(s) or department team(s), and, in furtherance of these goals, will be responsible for helping teachers to improve teacher practice for a designated set of classrooms and, where permitted by the District, supervising and evaluating such teachers for such purpose.
- d. Resident Support: During the Residency, each Resident shall receive coaching and support to develop his leadership capacity. Coaching shall include (i) a minimum of two (2) half-days coaching support on-site in the Residency School each month during the Residency and (ii) regular and ad hoc coaching support conducted off-site during the Residency by telephone, virtually, and/or in-person.
- e. Surveys: Residents and their supervisors shall complete feedback surveys for New Leaders to gather data and drive program improvement.
- Resident surveys include:
 1. End of session surveys - gather feedback regarding session and web-based tutorial quality
 2. Coaching surveys - gather feedback regarding quality of coaching provided by New Leaders
 3. Mid-year survey - distributed at midpoint in year to gather overall feedback on how various components of Aspiring Principals are supporting Resident growth and learning as leaders

4. End-of-year survey - distributed at the end of the program year to gather overall feedback on how various components of Aspiring Principals supported Resident growth and learning as leaders
 5. Residency site survey - distributed as a diagnostic of the Residency School
 - Mentor Principal surveys include:
 1. End-of-year survey - gathers the Mentor Principal's feedback regarding Aspiring Principals quality and implementation
- f. Assessments: New Leaders will conduct ongoing assessments and/or summative evaluations of each Resident to measure his or her knowledge and application of key program concepts and competencies and/or ability to meet New Leaders' standards ("Resident Assessments"). The Parties acknowledge and agree that the Resident Assessments will be confidential to New Leaders and the Resident, unless further agreed by the Parties, provided that New Leaders will share high-level progress reports on each Resident with the District at least once during the school year. New Leaders may, in its sole discretion, determine the content and standards of each Resident Assessment and whether a Resident has met the standards of a Resident Assessment. The Parties acknowledge and agree that Resident Assessments are not part of any reviews or evaluations that the District may conduct of a Resident as an employee in any capacity, and that New Leaders shall bear no responsibility for any employment action that District may take concerning such employee. Assessments include:
- Learning Meetings: Three (3) meetings over the school year in which participants meet one-on-one formally with their assigned New Leaders staff member to track progress toward goals for student growth and reflect on practice.
 - Assessments: Approximately six (6) assessments throughout the Residency year.
 - 360 feedback evaluation: New Leaders will conduct a 360 feedback evaluation of the Resident two (2) times per year, including but not limited to surveys of the Mentor Principal and surveys of at least four (4) teachers that the Resident works with.
- g. School-based Observations: Residents will coordinate with New Leaders to provide opportunities for school-based observations, surveys, or consultation with other educators, to occur as determined by New Leaders.
- h. Post-residency support: New Leaders will provide ongoing support to Residents who successfully complete the Residency ("New Leaders") and remain in good standing with New Leaders as determined by New Leaders and who are working as school leaders after the Residency Year. Such ongoing support may include induction support for select recent graduates, including two (2) such graduates in 2018-19, diagnostic toolkits, action plans, professional development modules, networks of other New Leaders, local summits, or other support. New Leaders has sole responsibility for the post-Residency support, including costs, curriculum, coursework, instructors, and evaluations. New Leaders may modify and update its post-Residency support at any time in its sole discretion, including but not limited to the content, timing and delivery of such post-Residency support.
3. *Certification of Residents.* New Leaders shall, in its sole discretion, identify and engage an entity approved to recommend individuals to the California Department of Education ("CDE") for school leader administrator certifications. The District shall work with CDE and New Leaders as needed to ensure that any Resident who satisfactorily completes Aspiring Principals during the Residency, as determined by New Leaders in its sole discretion, receives his/her school leader administrator certification on the necessary timeframe such that the Resident will be eligible to apply for employment under the timeframe detailed herein. The District shall provide prompt notice to New Leaders of any information needed from New Leaders to complete any documentation required from the District in connection with such certification.
4. *District's Responsibilities.*
- a. Create an employee position titled "Resident Principal" and/or designate an employee of the District as a "Resident Principal," notwithstanding the official title of such employee's position.

- For purposes of this Agreement, “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 here.
 - 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 applicable state 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.
 - The District shall define the status, roles, and responsibilities of a Resident Principal; provided, however, that these status, roles, and responsibilities must include:
 - assignment to District as an administrator;
 - at a minimum, the status, roles, and responsibilities of an Assistant Principal employed by District;
 - the ability to serve on the leadership team of District;
 - the ability to supervise and evaluate teachers without immediate supervision;
 - the ability to spend at least ten (10) hours each week during the school year engaged in instructional leadership responsibilities;
 - the ability to spend at least two (2) weekdays per month during the school year participating in educational or leadership training outside the District;
 - the ability to attend at least one (1) multiple-day training session that may include weekends and weekdays;
 - permission to video his work to share via the Platform;
 - the ability to request written permission from educators at the District to include them in videos of the Resident Principal’s work and to share the videos via the Platform;
 - the ability to share anonymously the work of his students or of the students of other educators at the District with other participants in Aspiring Principals and New Leaders;
 - The ability to receive on-site coaching from New Leaders during the school day, which may include New Leaders observing the Resident Principal’s school-based practice; and
 - 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 District.
 - 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.
 - Ensure that each Resident Principal is employed by the District and on payroll to begin receiving salary and benefits as of July 1 before the school year in which the Residency will take place and the District will ensure that each Resident Principal receives his or her first paycheck by the first District payday following that July 1. At no time will New Leaders pay any Resident a salary, wages, benefits, or compensation.
- b. Shall, during the Residency, offer each Resident Principal the opportunity to interview for employment by the District as a principal or assistant principal (“School Leader”) for the school year following the Residency.
- The District shall make any offer of employment to a Resident Principal as a School Leader for the following school year by March 15 of the school year in which the Resident serves as a Resident Principal. 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.

- A Resident who is not offered employment as a School Leader in District by March 15 of the school year in which the Resident serves as a Resident Principal may then interview for employment as a School Leader in another school for the following school year. Between March 15 and August 1 immediately following the Residency if a Resident is offered employment as a School Leader by another school for the following school year, 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 District. If the District offers the Resident such a comparable School Leader position within one (1) week of the offer from the other 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 for the following school year, then the Resident may seek employment from any entity and shall have no further obligations to the District.
- b. Encourage each matriculated Resident to commit to remaining in the Program for the full school year;
 - c. Inform New Leaders of any District regulations or requirements for recording in District, coordinate with New Leaders to prepare any documentation for such recording, and assist Residents in obtaining any documentation for such recording; and
 - d. Complete other responsibilities as set forth herein.

All Programs

New Leaders' Responsibilities:

1. Provide a staff person to serve as the programmatic point of contact for Program Participants and their Principals;
2. Define the program timelines according to programmatic and District circumstances;
3. Differentiate the programs to meet local needs, participant learning styles and experience, and school context, as determined in New Leaders' sole discretion;
4. Review feedback provided throughout the programs and use it to inform program improvement and coaching;
5. Support Program Participants in their leadership growth and development as set forth herein;
6. Develop the content of the programs and modify and update it at any time in New Leaders' sole discretion; and
7. Deliver the programs as set forth herein.

Platform: The District acknowledges and agrees that the uploading of any Artifact to the Platform by a Program Participant is not and shall not be construed as infringement on any intellectual property right of District, and District hereby consents to and grants a non-exclusive, royalty-free, perpetual, sublicensable, and transferable right and license to New Leaders and any Program Participant to upload any such Artifact to the Platform. The District further grants New Leaders 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 Program Participant to the Platform.

District's Employment Actions. The Parties acknowledge and agree that New Leaders has no authority to hire any Program Participant as an employee of the District or to terminate any Program 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 Program

Participant. Should the District transfer any Program Participant, it shall use best efforts to transfer the Program Participant to a position in which the Program Participant can continue to fulfill the requirements of the applicable program.

Program Dismissal: The Parties acknowledge and agree that New Leaders may remove a Program Participant from any program at any time for any reason in its sole discretion. The Parties acknowledge and agree that such removal does not constitute termination from District employment.

Lack of Employment Relationship: The Parties acknowledge and agree that Program Participants are not at any time employees of New Leaders. The Parties further acknowledge and agree that Program Participants are not at any time jointly employed by New Leaders and District. The Parties further acknowledge and agree that (1) New Leaders cannot, and has no legal right to, at any time hire or otherwise determine any Program Participant's employment by District; (2) New Leaders cannot, and has no legal right to, at any time pay any Program Participant's wages, salary, or benefits of any kind; (3) New Leaders cannot, and has no legal right to, at any time supervise or control any Program Participant during the course of that individual's employment by District; (4) New Leaders cannot, and has no legal right to, terminate any Program Participant from that individual's employment by District; and (5) New Leaders' regular business does not at any time extend to the operation of schools.

Program Evaluation

For the school year, New Leaders may in its sole discretion arrange for one (1) or more research studies ("Studies"), which may be conducted by an independent, third-party evaluator or by New Leaders, of some or all of the schools within District ("District Schools") where Program Participants are serving in order to analyze the success of the programs. New Leaders has sole responsibility for any of its Studies, including costs. New Leaders has no responsibility for any other research study organized and provided by the District or any other outside agency.

To support such Studies, the District shall, at no cost to New Leaders, to the extent allowed by law and as soon as possible upon request:

1. Make available to New Leaders and/or its independent, third-party evaluator:
 - a. all student-level data related to
 - i. student demographic characteristics
 - ii. achievement assessment including but not limited to annual state test results, interim and benchmark assessment results, and Accuplacer assessment results, and
 - iii. 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
 - b. 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.
2. Make available to New Leaders other data reasonably requested by New Leaders concerning any Program Participant.
3. Cooperate with New Leaders' efforts to (i) conduct surveys, observations, and/or interviews of students, staff, and parents at all District Schools where Program Participant are serving, and (ii) gain access to other District Schools to perform similar activities.

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

Upon a written request by the District, New Leaders will provide the District with a copy of any final, publicly available Study created pursuant to this section.

Program Operation

At least three (3) months prior to the end of the Term, New Leaders and District's Superintendent or Superintendent's designee shall discuss the potential for renewal of this Agreement for one (1) or more additional school years, with the goal that any renewal of the Agreement be accomplished before the completion of the school year. The Superintendent or Superintendent's designee shall meet with New Leaders no fewer than two (2) times during the school year covered by this Agreement to discuss the coordination and implementation of this Agreement.

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

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

SAM Search Results
List of records matching your search for :

Search Term : New Leaders, Inc.*
Record Status: Active

No Search Results