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# Memo

**To** Board of Education

From Kyla Johnson-Trammell, Superintendent

Sondra Aguilera, Chief Academic Officer

Board Meeting Date June 24, 2020

Subject Services Agreement - New Leaders, Inc. - 3-Year Strategy

# Action Requested and Recommendation

Approval by the Board of Education of a Services Agreement between the District and New Leaders, Oakland, CA, for the latter to provide services related to professional development of District school leaders through its proprietary programs; support school leaders by strengthening the skills and capacity of school leaders to advance student achievement; introduce a new model of school transformation that will serve the full continuum of leaders responsible for schools in the Network 3, currently 17 schools, which include Principal Supervisors, Principals, Assistant Principals, and teachers on special assignment, who also serve as Instructional Leadership Team (ILT) members; their evidence-based approach will build leadership alignment and ensure a cohesive professional learning experience; all participants will engage around the same research-based practices outlined in New Leaders' Transformational Leadership Framework, for the period of June 27, 2019 through June 30, 2022, in an amount not to exceed \$90,000.00 for School Year 2019-2020.

# **Background**

New Leaders develops transformational leaders at every level of the education system—from teacher leaders to principals and their supervisors. For 18 years, they have been developing equity-driven leaders to transform schools and improve learning outcomes for all students. They work together with our state, district, and charter partners, delivering leadership solutions that build on their strengths and address their most pressing priorities.

#### **Competitively Bid**

Was this contract competitively bid? No

If no, exception:

#### **Fiscal Impact**

Funding resource(s): 4035/Title 2 in the amount of \$90,000.00 for School Year 2019-2020. New Leaders, Inc. will seek philanthropic funding to support the cost of operating its services.

# Attachments

- Services Agreement
- Exhibit A Scope of Work

## **SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (this "<u>Agreement</u>") is entered into as of **August 1, 2019** (the "<u>Effective Date</u>") between New Leaders, Inc., located at 30 West 26th Street, 10th Floor, New York, NY 10010 ("<u>New Leaders</u>"), and **Oakland Unified School District**, located at 1000 Broadway, Suite 680, Oakland, CA 94607 ("<u>District</u>" or "<u>OUSD</u>") (together the "<u>Parties</u>" and each a "<u>Party</u>").

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 previously authorized New Leaders to launch this work pursuant to a Letter of Intent between the District and New Leaders effective as of June 27, 2019;

WHEREAS District is engaging New Leaders to provide services related to professional development of District school leaders through New Leaders' proprietary programs.

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. <u>Services</u>. New Leaders hereby agrees to provide services for District as described in <u>Exhibit A</u> hereto, as may be amended by the parties upon mutual agreement in writing (the "<u>Services</u>"). 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. <u>Term.</u> The Term of this Agreement will begin on the Effective Date and terminate on June 30, 2022 unless earlier terminated as provided herein, and shall include the school year 2019-20, 2020-2021, and 2021-22.
- 3. <u>Parties' Relationship</u>. 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. <u>Compensation</u>. In consideration for the Services provided in school year 2019-20, District shall pay New Leaders a flat fee of ninety thousand dollars (\$90,000.00) ("<u>Fee</u>"). Payment shall be due as follows:
  - Ninty thousand dollars (\$90,000.00) due on or before June 30, 2020

District shall pay invoices within thirty (30) days of receipt. Upon reasonable prior notice, District, at its own expense, shall have the right to audit New Leaders' records to substantiate invoicing and payment for the Services.

The Parties acknowledge and agree that New Leaders shall seek philanthropic funding to support the cost of operating the Services, and OUSD shall support such philanthropic fundraising as described in Exhibit A. If New Leaders does not obtain funding sufficient to operate the Services, as determined in New Leaders' sole discretion, it may terminate this 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.

- a) "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.
- Each Party acknowledges that, through the performance of the Services, it may b) have access to Confidential Information. Confidential Information provided by New Leaders includes but is not limited to any materials marked as confidential by New Leaders. 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 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. Notwithstanding the foregoing, the Receiving Party may retain copies of the Confidential Information to the extent required by law or for auditing purposes, or to the extent such copies are electronically stored in accordance with the party's record retention or backup policies, so long as the Confidential Information is kept confidential in accordance with this Agreement. 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. <u>Data</u>. Subject to <u>Section 7</u> 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. <u>Intellectual Property</u>.

- a) 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.
- b) 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. <u>Indemnification</u>. Each Party hereby agrees to indemnify, hold harmless, and defend the other Party 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, except for Claims arising out of the recklessness or willful misconduct of the other Party. Each Party will give the other Party prompt notice of any claim asserted against it on the basis of which the indemnified Party intends to seek indemnification from the other Party as herein provided (but the obligations of the other Party 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. <u>Limitation of Liability</u>. In no event shall New Leaders or its officers, directors, trustees, employees, or other representatives be liable for any amount more than one hundred thousand dollars (\$100,000.00) to District or any other person for any indirect, incidental, special, exemplary, consequential,

or punitive damages, including loss of profit or goodwill, for any matter arising out of or relating to the Services or this Agreement, whether such liability is asserted on the basis of contract, tort, or otherwise, even if New Leaders has been advised of the possibility of such damages. New Leaders' total liability for all damages arising from or relating to the Services or this Agreement shall be limited to the amount of the Fee paid by District.

- 11. Termination. This Agreement will terminate: (a) immediately upon the insolvency or bankruptcy of New Leaders or District; (b) by either Party, upon material breach of any of the other Party's duties under this Agreement, provided that the breaching Party has failed to cure such breach within thirty (30) days following a written notice of such breach by the terminating Party; (c) by either Party, at its option, at any time, for any reason, or no reason whatsoever, upon thirty (30) days notice to the other Party effective at the end of the school year in which notice is given; 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. District shall continue to be obligated to pay New Leaders for any services rendered by New Leaders prior to the effective date of the notice of termination. 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 16 (Miscellaneous).
- 12. <u>Participation of Other Schools</u>. 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. Program Operations.

- a) New Leaders shall:
  - i. Provide a staff person to serve as the programmatic point of contact for participants;
  - ii. Define the program timelines according to program circumstances;
  - iii. Differentiate the programs to meet local needs, participant learning styles and experience, and school context, as determined in New Leaders' sole discretion;
  - iv. Review feedback provided throughout the programs and use it to inform program improvement;
  - v. Support participants in their leadership growth and development as set forth herein;
  - vi. Develop the content of the programs using content from New Leaders' programmatic library and modify and update it at any time in New Leaders' sole discretion; and
  - vii. Deliver the programs as set forth herein.

- b) To support the program, District's responsibilities are to:
  - i. Coordinate with New Leaders to identify a mutually acceptable implementation calendar prior to program kick-off;
  - ii. Provide New Leaders at least thirty (30) days' notice of any proposed cancellations or changes in the implementation calendar and work with New Leaders to identify mutually acceptable alternative implementation dates:
  - iii. Review and provide comments on session materials reasonably in advance of each session to allow New Leaders to make appropriate revisions; comments shall be consolidated through one District point of contact and shall result in one round of revisions by New Leaders;
  - iv. Engage in monthly, or as needed, check-ins with New Leaders to ensure delivery of Services aligns with District's expectations;
  - v. Engage in planning meetings with New Leaders, as needed;
  - vi. Establish agreements with New Leaders around outcomes for participants around practice as a result of these programs;
  - vii. Cooperate with New Leaders to develop program metrics for both Parties' evaluation purposes and to assess progress against those metrics;
  - viii. Coordinate logistics for all in-person sessions, including ensuring meeting space, technology needs, catering, and other set-up are available;
    - ix. Provide information regarding District's strategies, frameworks, and expectations to inform design and delivery of the programs;
    - x. Respond to New Leaders' inquiries and updates in a reasonably timely manner;
    - xi. Make available to New Leaders certain data regarding participants for programmatic purposes or research and evaluation purposes; and
  - xii. Fulfill other responsibilities as set forth herein.

#### 14. Program Specifications.

- a) At least six (6) months prior to the expiration of this Agreement, 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 2021-22. The Superintendent or Superintendent's designee shall meet with New Leaders no fewer than two (2) times during each school year covered by this Agreement to discuss the coordination and implementation of this Agreement.
- b) The Parties agree that all communications relating to the day-to-day activities of the Services 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 Executive Director, Program Implementation. For District, the contact shall be the Chief of Staff, Curtiss Sarikey.

- 15. <u>Program Evaluation</u>. For research purposes, New Leaders may request from District, and District shall, at no cost to New Leaders, to the extent allowed by law and as soon as possible upon request:
- a) Make available to New Leaders 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.
- b) Make available to New Leaders other data reasonably requested by New Leaders concerning any Program Participants.
- c) Cooperate with New Leaders' efforts to conduct surveys, observations, and/or interviews of staff at all District schools.

New Leaders will engage a third-party evaluator to study the Program. 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 contemplated by this section.

# 16. Miscellaneous.

- (a) <u>Complete Agreement</u>. 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) <u>Severability</u>. 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) <u>Waiver</u>. 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) <u>Counterparts</u>. 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) <u>Assignment</u>. 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) <u>Choice of Law and Jurisdiction</u>. 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. The parties agree to submit to the personal and exclusive jurisdiction of the courts located within the County of Alameda, State of California. 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) <u>Amendments</u>. This Agreement may not be amended or modified except by a written instrument signed by all the Parties hereto. However, minor modifications ("Minor Modifications") may be made by New Leaders and District representatives as described herein. Minor Modifications are changes to the Agreement that: (a) do not change the intent of this Agreement or the inherent qualities of the Services; (b) do not increase the total cost of the Services; and (c) afford New Leaders at least one (1) month prior notice before Minor Modification takes effect, including but not limited to any modification to the delivery schedule for Services. All such Minor Modifications to this Agreement must be recorded in writing and placed on file with this Agreement.
- (h) <u>Descriptive Headings</u>; <u>Interpretation</u>. 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) <u>No Third-Party Beneficiaries</u>. The Parties agree that there are no third-party beneficiaries of this Agreement.
- (j) <u>Binding Effect</u>. 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) <u>Authorization To Sign</u>. 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) <u>Notices</u>. 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: Joshua R. Daniels, General Counsel

Oakland USD

1000 Broadway, Suite 300 Oakland, CA 94607 ousdlegal@ousd.org

If to New Leaders: Laura Kadetsky, General Counsel

New Leaders, Inc.

30 West 26<sup>th</sup> Street, 10<sup>th</sup> Floor

New York, NY 10010 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.	OAKLAND UNIFIED SCHOOL DISTRICT
Michele Caracappa	July Jake-
By: Michele Caracappa  Title: Chief Program Officer  Date:	By: Jody London Title: President, BOE  Date: 6/25/2020
	By: Kyla Johnson-Trammell Title: Superintendent and Secretary, BOE
	Date: 6/25/2020  Joshua R. Daniels, General Counsel
	Approved as to form  Date: May 11, 2020

# Exhibit A

New Leaders' scope of work titled Leadership Networks: An Innovative, Three-Year Strategy for Driving and Sustaining Gains in Oakland Unified School District (SY 2019-20 to SY2021-22) dated August 21, 2019 is attached hereto and incorporated herein.



# **Leadership Networks**

An Innovative, Three-Year Strategy for Driving and Sustaining Gains in Oakland Unified School District (SY2019-20 to SY2021-22)

August 21, 2019

New Leaders® is pleased to support Oakland Unified School District ("OUSD") by strengthening the skills and capacity of school leaders to advance student achievement. We are proud of the significant number of New Leader-led schools that have received "Schools on the Rise" status over the past few years; at the same time, we recognize the need to do even more to help drive the district toward its Strategic Plan and Instructional Focus Plan. In keeping with the district's vision, we propose to introduce a brand new model of school transformation that will serve the full continuum of leaders responsible for schools in the Network 3 (currently 17 schools) – including Principal Supervisors, Principals, Assistant Principals, and teachers on special assignment, who also serve as ILT members.

Our evidence-based approach will build leadership alignment and ensure a cohesive professional learning experience. All participants will engage around the same research-based practices outlined in New Leaders' Transformational Leadership Framework™ (defined below).

Like Oakland Unified School District, equity is at the forefront of our work. Equity-based practices are integral to our programming and development of transformational leaders. Our partnership will provide a laser-like focus on the leadership practices that ensure all students have access to a high-quality education that prepares them to be globally competitive learners.

#### **New Leaders Overview**

New Leaders develops transformational leaders at every level of the education system—from teacher leaders to principals and their supervisors. For 18 years, we have been developing equity-driven leaders to transform schools and improve learning outcomes for all students. We work together with our state, district, and charter partners, delivering leadership solutions that build on their strengths and address their most pressing priorities.

An independent evaluation has shown that our approach works. In 2019, RAND Corporation released an independent, multi-year evaluation confirming New Leaders' effectiveness in improving student achievement. The RAND researchers found that New Leader principals have a positive, statistically significant impact on student's math and literacy performance, providing further validation and detail on the "New Leaders effect" previously reported by RAND in 2014. In addition to student achievement, RAND found that New Leader principals are retained in their roles at higher rates and support higher student attendance than their peers.

**RAND** recently named New Leaders as the principal preparation program with the strongest evidence of positive impact. Related, district and charter leaders in the study reported that New Leaders understood their needs and responded to them accordingly, provided better value for the money, and built their capacity to identify highly qualified leaders in-house.

To date, we have trained nearly 3,900 leaders who reach more than 440,000 students in high-need communities nationwide. Our district and school leaders work with America's highest-need students: 78 percent live in low-income

households and 87 percent are children of color. Upwards of 30 percent are English Language Learners. Honoring this diversity, 64 percent of our alumni are leaders of color compared to only 20 percent nationally.

## **Statement of Need**

Oakland Unified School District's Strategic Plan lists out three core strategic priorities: 1) effective talent programs; 2) accountable school district; and 3) quality community schools. To help OUSD reach these priorities, the long-term outcomes of Leadership Networks support the strategic plan priorities of Effective Talent Programs and Quality Community Schools. Leadership Networks will cultivate a culture of collective efficacy among leaders that support establishing an aligned vision about instructional leadership action, as well as integrated structures and practices across leadership positions. Secondly, leaders in Leadership Networks will improve instruction, enhance learning climate, and accelerate student outcomes. Lastly, the field will gain insight into the highest-impact integrated leadership development practices.

Based on our ongoing conversations with the Chief Academic Officer, and the Superintendent, it is clear that, in addition to the talent-development and "pipeline" priorities covered by our existing programs in OUSD, the district would like to implement programming designed to propel and sustain progress within the 17 schools in Network 3. As teacher leaders, principals, and principal supervisors develop their individual conceptual understanding of research-based practices, they must also apply their learning to their daily work in schools. In addition to supporting sustained progress within Network 3, the district is committed to ensuring the investment in this network to inform practices across all schools in the district. These schools will serve for other leaders to learn from and to cultivate and innovate leadership practices that can lift the entire district.

# **New Leaders' Customized Leadership Solutions**

In response to the need described above, New Leaders proposes to deliver our Leadership Networks model within Network 3 schools over the next three school years (2019-20, 2020-21, and 2021-22). Instructional leadership is one of the primary drivers of effective standards-aligned, high-quality, and equitable instruction. Leadership Networks is an innovative approach to building school leaders' capacity to support the implementation of high-quality standards-aligned instructional practices. Specifically, Leadership Networks will work with the principal supervisor (Network Superintendent), principals, assistant principals, teachers on special assignment (ILT to align instructional leadership language, structures, and practices across all 17 OUSD's schools in Network 3. Our emphasis on alignment represents a new model for building leadership capacity and skills. Through job-embedded professional development, participants will be immersed in content designed for leaders at every level and grounded in our Transformational Leadership Framework (TLF).

New Leaders' job-embedded approach to leadership development reflects the research that adults learn best when training is rooted in challenging, real-world work. We offer cohort-based learning, authentic practice, and expert coaching to equip participants with the ambitious leadership practices needed to be change agents. Our content and program delivery allow leaders to translate theory into practice.

Our programming meets Tier II evidence requirements for the Every Student Succeeds Act (ESSA). In addition, our groundbreaking research outlined in our report, *Ambitious Leadership*, <sup>1</sup> affirms the power of highly effective principals to position their schools and students for lasting success.

<sup>&</sup>lt;sup>1</sup> Ambitious Leadership: How Principals Lead Schools to College and Career Readiness. Full text is available at <a href="https://newleaders.org/research-policy/ambitious-leadership">https://newleaders.org/research-policy/ambitious-leadership</a>

# **New Leaders' Transformational Leadership Framework**<sup>™</sup>

New Leaders' Transformational Leadership Framework (TLF<sup>TM</sup>) outlines our competency-based approach to leadership development. The TLF defines five major categories (see Table 1 below) that are central to school improvement and the basis of our work with district, charter, and state partners.<sup>2</sup> Aligned with Professional Standards for Educational Leaders, the TLF pulls from a wide evidence base and has been documented in New Leaders' book, *Breakthrough Principals*.<sup>3</sup> All of our programming is based upon this proven content.

**Table 1. Transformational Leadership Framework** 

Transformationa	l Leadership	Framework		
Learning and Teaching	Leader ensures that curriculum, instruction and assessments are aligned to rigorous college and career readiness standards			
Talent Management		Ensure the development, efficacy, and sustainability of professional learning communities and teacher teams within the school; deliver actionable feedback and coach staff members to achieve excellence		
School Culture		Foster an intellectual and caring culture of deep learning, structured inquiry and ongoing curiosity for all members of the school community including families; build this out through high expectations and shared accountability		
Planning and Operations		Create and sustain successful structures which support learning and culture for all members of the school community, including families; ensure that resources are always allocated in alignment with instructional priorities		
Personal Leadership		Define leadership stance and style; act with integrity in accordance with values; reflect frequently on performance and continually seek and make change for improvement		

**Equity Lens.** Equity is at the center of all our work. Our mission is to provide access to high-quality schools for ALL children, particularly children of color and children living in communities of poverty. To that end, we have embedded a deep focus on equity in each category of the TLF.

Specifically, in Learning and Teaching, we support district and school leaders to understand how to use data, systems of analysis, and action-planning to identify and address the needs of all students. Our goal is to ensure schools not only calibrate on effective practices for rigorous standards-based instruction but use differentiated approaches and instructional resources to accelerate the learning of all children.

District and school leaders are also positioned to improve their own personal leadership through examining their own biases and setting clear expectations for how teams and staff lead and teach from an equity mindset. Through culture and talent management, leaders focus on creating an environment where their staff can explore the impact of internal bias in their practices and shift to more efficacious belief systems that allow all students to take on the rigorous learning required of college and career readiness standards.

In this way, the TLF will become a vehicle for OUSD to create school cultures focused on increasing opportunities and access to high-quality learning for all students. Furthermore, Leadership Networks will support aligned instructional vision, structures, and skills as measured by our Transformational Leadership Framework. During the course of the work, we expect to see aligned instructional vision across leaders trained, effective instructional leadership structures, and

<sup>&</sup>lt;sup>2</sup> The TLF evidence base includes more than 100 site visits and case studies of schools that achieved dramatic gains between 2006-2011 in New Leaders' program sites and Effective Practice Incentive Community (EPIC) partner sites; an extensive review of the available research on the practices of effective schools and leadership; and the collective knowledge of the New Leaders staff and program participants.

<sup>&</sup>lt;sup>3</sup> Desravines, J., Aquino, J., & Fenton, B. (2016). *Breakthrough Principals*. San Francisco: Jossey-Bass.

aligned instructional leadership skills that complement OUSD's three-year Instructional Focus Plan: transformation of teaching practices, leadership practices, and organizational practices. Leadership Networks will help support the district's plan by not only supporting the work that has been built upon in OUSD, but also enhance the investments made to empower system-wide infrastructure. The alignment of these leaders will improve instruction in Network 3 schools, along with the learning climate, and, ultimately, student outcomes.

Table 2. New Leaders TLF and School Leadership Practices Crosswalk

OUSD Building Blocks	OUSD School Leadership Practices  OUSD School Leadership Practices	NL TLF
Condition for Student Learning	L1.1 Learning Partnerships: School leadership affirms students' cultures and engages voices of diverse students and families in continuous school improvement. L1.2 Multi-tiered Systems of Support: School leadership nurtures a culture of safety and high expectations, coordinating tiered supports to meet student needs.	School Culture Shared Mission and Values: Establishing shared school mission, values, and behaviors focused on college success for every student  Family and Community Engagement: Purposefully engaging families and communities in the academic and social success of students  Learning & Teaching Student-Centered Differentiation: Focusing on student-centered instruction
Standards-based instruction	L2.1 Instructional Planning & Delivery: School leadership provides teachers with regular, focused feedback on quality of task and improving student learning outcomes. L2.2 Data-driven Instruction: School leaders develop professional learning and assessment systems to monitor the impact of teaching and student progress towards grade-level standards.	Learning & Teaching Classroom Practices and Instruction: Ensuring consistent and high quality classroom practices, routines, and instructional strategies across classrooms which in turn drive student achievement  Data: Using diverse student level data to drive instructional improvement
Language and Literacy	L3.1 Rigorous and Relevant Tasks: School leadership coaches teachers to analyze the language and literacy demands of texts and tasks.  L3.2 Explicit Language Instruction: School leadership establishes school- wide schedules and structures to support designated and integrated ELD and a balance of literacy experiences.	Talent Management Professional Learning and Collaboration: Establish professional learning structures that drive instructional improvement  Learning & Teaching Aligned Curriculum: Articulate a common definition of rigor in order to develop a shared understanding of what rigorous student work looks like in every course and grade  Data: Analyze performance tasks for rigor and alignment college-readiness standards
Conditions for Adult	L4.1 Continuous Professional Growth:	Talent Management

## **Professional Learning**

School leadership coordinates and provides individualized coaching to support all teachers in improving their practice.

L4.2 Evidence-based Collaboration: School leadership builds a culture of trust that enables adults to engage in evidence- based collaboration to improve learning for all students. Observation and Actionable Feedback: Monitor individual staff performance through frequent observation and provide differentiated, actionable feedback to improve practice Professional Learning and Collaboration: Establish professional learning structures that drive instructional improvement

#### School Culture

Relationships: Building and maintaining meaningful relationships among teachers and staff, focusing on creating a culture where all students are valued

## **Client Services**

# **Leadership Networks**

New Leaders has successfully supported over 100 leaders across OUSD since 2003. But we can do even more to deepen our impact in the district by aligning leaders and instructional practices at the school level. Not only must teacher leaders, principals, and principal supervisors learn the same evidence-based knowledge and skills – they must also apply what they have learned in their daily work in schools, together. Leadership Networks will create aligned instructional leadership language, structures, and practices across leadership positions in Network 3 schools, with a particular focus on the effective functioning of each school's instructional leadership team (ILT). The program will blend our training content into a cohesive learning experience over the course of a three-year professional learning sequence.

# **Program Components**

New Leaders will work closely with OUSD to set objectives for this three-year professional learning sequence. Together, we will engage in an iterative process to ensure the program meets the district's needs. New Leaders will conduct a comprehensive needs assessment of the schools within the identified network in order to determine the best entry point for content and focus of the work. The needs assessment will include focus groups, data analysis of the schools and classroom observations to ensure the content designed is tailored to reach the leaders at different levels within the identified schools. To differentiate programming for each leadership role, New Leaders will identify role-specific objectives that lead to overall outcomes, and then adapt content and training to reach those objectives.

As part of the three-year Leadership Networks offering, New Leaders will deliver content in three areas: Training for Effective Instructional Leadership Teams, Data Driven Decision Making, Instructional Leadership for Standards Based Instruction (mathematics and English language arts, respectively). A Leading with Equity strand will be interwoven throughout those four content areas. Leadership Networks will include a focus on role-specific training objectives appropriate for different leaders' performance and growth. For example, training on data-driven decision making will require different learning objectives for teacher leaders and principal supervisors.

New Leaders will conduct participant pre-assessments to understand each participant's starting knowledge. Assessments will be conducted at key points throughout implementation, including but not limited to annual assessments prior to the start of each program year (i.e., during Summer Kick-off) and at the end of each year, to measure school and participant growth in: 1) aligned instructional vision; 2) implementation of effective leadership structures; and 3) improvement of school leaders' instructional skills.

Leadership Networks will involve six primary delivery methods: 1) Program Launch; 2) Communities of Practice; 3) Leadership Summits; 4) Leadership Walks; 5) Job-Embedded Action Plan; and 6) Coaching. Each component describes potential content and focus. Topics are subject to discretion with OUSD district and New Leaders' mutual agreement.

- Program Launch (One day launch): Leadership Networks will begin with a one-day program launch for principals, assistant principal, teachers on special assignment, and the principal supervisor of Network 3. Participants begin building community and reflect upon personal leadership. They will work together as a community of learners and lay the foundation for developing mindset, and culture, to drive instructional excellence through effective data practices.
- Communities of Practice (Up to eight full-day CoPs per target audience): Separately, each month principals and school-based leaders (teacher on special assignment and assistant principals) will meet to engage in learning that will strengthen/sharpen their individual skills and knowledge, build upon shared effective practices, and build a common language and understanding of effective instructional practices that impact student achievement. Participants will also have the opportunity to analyze, diagnose, and plan using effective leadership practices aligned to the Learning and Teaching Category. Potential topics may include, but not limited to:
  - Data-driven decision making
  - O Analyzing ELA and Math College and Career Ready Standards
  - Supervision of standard-based classroom practices

Although the topics are the same for each group, the outcomes for each session will reflect the role of the audience. Additionally, three out of the eight community of practice session will be locally designed by the principal supervisor with support from NL staff.

- Leadership Summits (Up to two full-days): New Leaders will be using the summit structure of the district to provide additional support to network 3 principals and their ILTs. Summits provide opportunities to build coherence and engage across groups and all participating leaders will engage in data analysis, collaborative planning, learning, and celebrating success. The summit sets the stage for the work of the ILT in between sessions. Session one is focused on Learning and Teaching Category: Identifying Data Sources and Assessments. Session two focuses on mid year progress check; and Session three ends with a presentation and data celebration.
- **Job-Embedded Action Plan:** With the NL Coach/Director, principal and school-based leaders will create a Data Driven Instruction Action plan to support the implementation of their Data Inquiry Cycle. The job-embedded action plan will include an analysis of current state, development of SMART Goal, and creation of an action plan. These plans serve as the anchor for coaching.
- Leadership Walks (Two half-days): Over the course of the year, New Leaders will engage in up to two leadership walks (two groups of ten) for the Network Superintendent and principals —a protocol designed to observe classroom instruction and identify school-wide patterns. Initially, principals and supervisors will participate in separate groups, but as the year progresses, they may transition to mixed groups and/or co-facilitate with principal supervisors.
- Coaching (up to 8 hours coaching for principal supervisor and principals): New Leaders will provide a mix of inperson and virtual coaching to the network 3 principal supervisor and up to 18 principals on identified focus areas to sharpen their skills in guiding principals and prioritizing leadership actions that advance systemic change.

### **Program Timeline**

Table 5 outlines the proposed timeline for New Leaders to deliver program services in connection with the Leadership Network. The final timeline will be determined based on OUSD and New Leaders' scheduling needs.

**Table 3. Suggested Program Delivery Table for Leadership Networks** 

Program	Sessions Per Participant			July 2019 – June 2020*											
Component	Participants	Total # Sessions	Length of Session	JUL 2019	AUG 2019	SEP 2019	OCT 2019	NOV 2019	DEC 2019	JAN 2020	FEB 2020	MAR 2020	APR 2020	MAY 2020	JUN 2020
Program Launch+	Principal, School-based leaders, and Principal Supervisor	1	Full Day			•									
Leadership Summits	Principals and full ILT	2	Full Day					•			•				
Leadership Walks++	Principals and Principal Supervisor	2	Half Day					•				•	•		
Community of Practice Sessions	Job alike roless+++	8	Full Day				•		•	•	•	•	•	•	•
Coaching	Principal Supervisor and Principals	Varies	Up to 2 hrs	To be scheduled with participants and coach											

<sup>\*</sup> This table reflects only the first year of the three-year sequence. Subsequent years would likely reflect a similar overall cadence, with modifications determined by written agreement of the District and New Leaders.

+++8-

hour community of practice by roles (principal, teacher on special assignment and assistant principal).

#### **Program Outcomes**

Leadership Networks will drive the following outcomes within the district's Network 3:

- Principal Supervisors will:
  - o observe and coach principals on their use of effective instructional leadership structures and practices (e.g., model facilitation of leadership walks; observe and coach ILT and teacher team structures).
- Principals will:
  - establish teacher teams and build the capacity of teacher leaders to implement effective instructional practices (e.g., create key roles for teacher leaders and protect their time to observe and coach their teachers).
  - o establish high-performing ILTs and effectively facilitate the goal setting process.
  - o build the capacity of ILT members to translate schoolwide goals to teacher teams and foster a continuous improvement approach among their teacher teams.
  - support teacher leaders in developing deep instructional leadership expertise in their subject and grade level.
- School-based leaders (teachers on special assignment and assistant principals) will:
  - lead teacher teams and support other instructional staff in enhancing high quality instruction
  - o sharpen their observation lens and feedback practices to improve teacher practice and student outcomes
  - facilitate effective data team meetings

<sup>+</sup> As detailed above, New Leaders will conduct a needs assessment.

<sup>++ 2</sup> leadership walks (ratio is 6:1)

# **Program Monitoring and Communication**

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

New Leaders will actively monitor and support ongoing fidelity of implementation and impact through the following assessments and avenues for communication:

- Implementation Data. New Leaders will gather observation data via the program components that require participants to apply their new learning. During leadership walks and one-on-one coaching, participants will share evidence of ongoing implementation and receive targeted feedback from the New Leaders facilitator. These reflective conversations provide opportunities to monitor and course-correct participant progress.
- Participant Surveys. New Leaders will conduct regular participant surveys after each session and at the mid- and end-of-year points. New Leaders will use the results of the survey to inform facilitation practices and content edits to ensure program goals and outcomes are met.
- Monthly Check-ins. We will also host monthly check-ins with the senior district leaders to provide updates on
  participant progress, fidelity of implementation, and identified areas of opportunity. These collaborative
  conversations will inform our differentiated support for participants and provide insights to the district toward
  supporting and sustaining transformational leadership practices across all schools.
- Formal Step-back Meetings. New Leaders will host formal "step-back" meetings with senior district leaders at mid-year and end-of-year. The purpose of the step-back is to understand: 1) district satisfaction with the program to-date across all facets of the program; 2) participant perceptions and effect of programming on participant growth; and 3) needs for the next program year based on feedback and lessons learned.
- External Evaluation: An external evaluator will be engaged for the duration of the program. Evaluation activities may include school visits within Network 3 for the purpose of data collection, e.g observations, focus groups, and/or individual interviews, as well as data requests to OUSD. The external evaluator will comply with all district rules governing access to requested confidential student and/or staff data (e.g. placement and tenure of participating school staff) and related data collection activities, and will adhere to all district protocols and policies pertaining to research activities undertaken in district schools

# **Cost Proposal**

The total cost for services associated with Leadership Networks is \$4.2 million for the entire three-year program. New Leaders has secured \$3 million in national philanthropic funding to deliver Leadership Networks in OUSD. This leaves \$1.2 million in remaining costs which must be covered in full to deliver the services. New Leaders will accept, but will not require, a financial investment from OUSD to cover a portion of the remaining costs, except in year one OUSD will commit to \$100K. New Leaders and OUSD will jointly fundraise up to \$1.2 million from local philanthropic sources. Our shared milestones will be to secure at least \$600K/3 years of funding to support Leadership Networks by October 1, 2019, and the remaining \$600K/3 years by March 1, 2020.

	SY19-20	SY20-21	SY21-22	<b>Grand Total</b>
New Leaders' Committed National Philanthropic Funding	\$1M	\$1M	\$1M	\$3M
Direct Investment from OUSD and/or Local Philanthropic Funding Jointly Raised by New Leaders and OUSD	\$400K	\$400K	\$400K	\$1.2M

Cost of Leadership Networks	\$1.4M	\$1.4M	\$1.4M	\$4.2M
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Additional client services requested by the District and delivered by New Leaders may be subject to pricing modification. Pricing for later years may be adjusted based on the client services selected by the District.

# **New Leaders Contact**

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