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**OAKLAND UNIFIED
SCHOOL DISTRICT**
Community Schools, Thriving Students

Board Cover Memorandum

To Board of Education

From Kyla Johnson-Trammell, Superintendent
Sondra Aguilera, Chief Academic Officer
Kathleen Arnold, Network 2 Superintendent

Meeting Date May 12, 2021

Subject Memorandum of Understanding - New Leaders, Inc. - 3-Year Strategy

Ask of the Board Approval by the Board of Education of a Memorandum of Understanding 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 2, currently 18 schools, which include Principal Supervisors, Principals, an Assistant Principal, 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 April 1, 2021 through June 30, 2021, in an amount not to exceed \$40,660.00, for the 2020-2021 School Year.

Background New Leaders develop 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.

Discussion All services will be delivered virtually. A summary table follows.

One-on-One Coaching for Network 2 Superintendent (April - June 2021)

New Leaders will provide up to 15 hours of individualized coaching to the Network 2 Superintendent. With a New Leaders coach, the Network Superintendent will reflect on their personal leadership skills and identify their

strengths and areas of growth in coaching and supporting principals. Through coaching, we will also support the Network Superintendent to plan professional development systems and structures that are responsive to the unique needs of Network 2 leaders.

Focus Groups with Principals and Teacher Leaders (May 2021)

New Leaders will convene two one-hour focus groups with up to 10 principals and 10 teacher leaders from Network 2. The purpose of the focus groups is to gain insight from the participants about systems and structures around learning and professional development in Network 2 and the support they need to be effective in their roles as teacher and school leaders. Learnings from the focus groups will inform our coaching with the Network 2 Superintendent around planning and structures for professional development.

Introductory Collaborative Planning Session (June 2021)

New Leaders will facilitate a two-hour session to introduce leaders in Network 2 (specifically, the Network Superintendent, all 18 Network 2 principals, and up to 30 teacher leaders) to cycles of inquiry processes that support school and team leadership action planning, which include protocols for diagnosing the current reality of their schools and teams, prioritizing areas of focus, and setting goals. In keeping with the Network Superintendent's vision for professional development, participants will also explore aspects of personal leadership, especially equity-focused leadership, and how it impacts school and team culture and outcomes for students. Participants will have access to free tools and resources from New Leaders to support their continuous learning and collaborative planning.

Fiscal Impact

First year of service, April 1, 2021 - June 30, 2021, in the amount of \$40,660.00. Additional years and services for this 3-year strategy may require amendments to the scope of work and may result in price adjustments. Additional client services requested by OUSD and delivered by New Leaders may be subject to pricing modification.

Attachment(s)

- Memorandum of Understanding



Memorandum of Understanding

New Leaders and Oakland Unified School District

March 22, 2021

New Leaders® is pleased to support Oakland Unified School District (OUSD) to build systems and structures for professional development in service of principals and teacher leaders across all 18 schools in Network 2. Below is a high-level summary of the services that New Leaders will provide under this Memorandum of Understanding (“MOU” or Agreement”) to address these needs.

Services,

Term of MOU: April 1, 2021 - June 30, 2021

All services will be delivered virtually. A summary table follows.

One-on-One Coaching for Network 2 Superintendent (April - June 2021)

New Leaders will provide up to 15 hours of individualized coaching to the Network 2 Superintendent. With a New Leaders coach, the Network Superintendent will reflect on their personal leadership skills and identify their strengths and areas of growth in coaching and supporting principals. Through coaching, we will also support the Network Superintendent to plan professional development systems and structures that are responsive to the unique needs of Network 2 leaders.

Focus Groups with Principals and Teacher Leaders (May 2021)

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Summary Table of Services, April - June 2021

| April | May | June |
|--|---|---|
| One-on-One Coaching for Network 2 Superintendent - up to 15 hours | | |
| | Focus Groups Two one-hour sessions with up to 10 principals and 10 teacher leaders each | Introductory Collaborative Planning Session One two-hour session with the Network 2 Superintendent, all 18 Network 2 principals, and up to 30 teacher leaders |

Pricing Sheet

Participants

- Network 2 Superintendent
- 18 principals
- Up to 30 teacher leaders

Proposed Services

- 15 one-on-one coaching hours for Network 2 Superintendent
- 2 one-hour focus groups
- 1 two-hour program orientation

Duration

April - June 2021

Total Price

\$40,660

Payment shall be due in full on or before June 30, 2021.

Any adjustments to the scope of work may result in price adjustments. Additional client services requested by OUSD and delivered by New Leaders may be subject to pricing modification.

New Leaders Contact

Maria Esponda-Medina
 Senior Executive Director, Program Implementation
MEsponda-Medina@newleaders.org
 917.420.4517

Roles and Responsibilities

Parties' Responsibilities

New Leaders shall:

1. Provide a staff person to serve as the point of contact for participants;
2. Define the delivery timeline;
3. Differentiate the delivery of Services to meet local needs, participant learning styles and experience, and school context, as determined in New Leaders' sole discretion;
4. Develop content using content from New Leaders' proprietary content and materials and modify and update it at any time at New Leaders' sole discretion;
5. Provide high-level session outlines to OUSD; and
6. Deliver the Services as set forth herein.

To support these Services, OUSD shall:

1. Coordinate with New Leaders to identify a mutually acceptable implementation calendar prior to delivery of services;

2. Identify and select all participants and share their full names, titles, school placements, and District-issued email addresses with New Leaders at least three (3) weeks prior to delivery of Services;
3. 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;
4. Engage, as needed, in check-ins and/or planning meetings with New Leaders to review high-level session outlines and ensure delivery of Services aligns with OUSD's expectations;
5. Provide information regarding OUSD's strategies, frameworks, and expectations to inform design and delivery of Services;
6. Respond to New Leaders' inquiries and updates in a reasonably timely manner;
7. Make available to New Leaders certain data regarding participants for programmatic purposes, or research and evaluation purposes; provided that OUSD shall not share identifiable student data with New Leaders unless and until OUSD and New Leaders execute a separate data sharing agreement;
8. Encourage participation and engagement by supporting participants in completing surveys, attending sessions, and engaging with tools and resources to support ongoing growth and development; and
9. Fulfill other responsibilities as set forth herein.

Other Terms

1. Termination. Either Party may terminate this MOU without cause upon thirty (30) days prior written notice. OUSD shall compensate New Leaders for services satisfactorily provided through the date of termination.

2. Indemnification. To the furthest extent permitted by California law, New Leaders shall indemnify, defend and hold harmless OUSD, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of New Leaders' performance of this Agreement. To the furthest extent permitted by California law, OUSD shall indemnify, defend, and hold harmless New Leaders, its Board, agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all claims or losses accruing or resulting from injury, damage, or death of any person or entity arising out of OUSD's performance of this Agreement.

3. Insurance.

Commercial General Liability Insurance. Unless specifically waived by OUSD, New Leaders shall maintain Commercial General Liability Insurance and Sexual Misconduct Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence for sexual misconduct, harassment, bodily injury and property damage. The coverage shall be primary as to OUSD and the Commercial General Liability Insurance shall name OUSD as an additional insured with the additional insured endorsement provided to OUSD within 15 days of effective date of this Agreement (and within 15 days of each new policy year thereafter during the term of this Agreement). Evidence of insurance shall be attached to this Agreement or otherwise provided to OUSD upon request. Endorsement of OUSD as an additional insured shall not affect OUSD's rights to any claim, demand, suit or judgment made, brought or recovered against New Leaders. The policy shall protect New Leaders and OUSD in the same manner as though each were separately issued. Nothing in said policy shall operate to increase the Insurer's liability as set forth in the policy beyond the amount or amounts shown or to which the Insurer would have been liable if only one interest were named as an insured.

Workers' Compensation Insurance. Unless specifically waived by OUSD, New Leaders shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California (including, but not limited to, Labor Code section 3700) and Federal laws when applicable. Employers' Liability Insurance shall not be less than one million dollars (\$1,000,000) per accident or disease.

4. Confidentiality.

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

b) Each Party acknowledges that, through the performance of the Services, it may 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 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. 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 regarding confidentiality. In the event of an alleged or threatened breach by Receiving Party of any of the provisions of this section regarding confidentiality, 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.

5. Data.

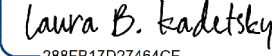
As set forth above, OUSD shall not share identifiable student data with New Leaders unless and until OUSD and New Leaders execute a separate data sharing agreement. Subject to section regarding intellectual property below and any separate data sharing agreement, any data or other material furnished by District or a participant in the Services for use by New Leaders under this Agreement (“Data”) shall remain the sole property of District, provided that School hereby grants New Leaders a royalty-free, fully-transferable, perpetual, sublicensable, non-exclusive, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use any Data created in, through, or as a result of using or uploaded to any platform used in connection with the Services. 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.

6. Intellectual Property.

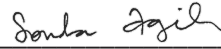
a) The Parties acknowledge and agree that, as between the parties, New Leaders retains and exclusively owns all right, title and interest in and to its intellectual property rights, including but not limited to: (i) inventions, patents and patent applications; (ii) trademarks, service marks, designs, 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.

NEW LEADERS

Name: Laura B. Kadetsky Signature: 
 Position: Chief Administrative Officer & General Counsel Date: 4/14/2021


OUSD


Name: Sondra Aguilera Signature: 
 Position: Chief Academic Officer Date: 4/15/2021

☐ Board President

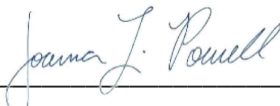
☐ Superintendent

☒ Chief/Deputy Chief

 5/13/2021
 Shanthi Gonzales
 President, Board of Education

Name: Kyla Johnson-Trammell Signature: 
 Position: Secretary, Board of Education Date: 5/13/2021

OUSD Legal Approval as to form:

Name: Joanna Powell Signature: 
 Position: Staff Attorney Date: 4/14/2021