

**SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (this “Agreement”) is entered into as of \_\_\_\_\_, 2017 (the “Effective Date”) between New Leaders, Inc., located at 30 West 26th Street, 10th Floor, New York, NY 10010 (“New Leaders”), and Clay County School District, located at 900 Walnut Street, Green Cove Springs, FL 32043 (“District”).

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

WHEREAS District is a public school district in the State of Florida;

WHEREAS District is engaging New Leaders to provide its professional development program services; and

WHEREAS, the Parties are committed to perform the activities described in this Agreement since they share the goals 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, 2018 unless earlier terminated as provided herein, and shall include the School Year 2017-18.

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. In consideration for the Services, District shall pay New Leaders twenty thousand dollars (\$20,000) per participant in the Program described in the Services; the total Fee shall be determined based on matriculated participant numbers as of July 31, 2017, and shall not be reduced during the Term, including but not limited to based on participation or progress of any participant. Payment shall be due as follows:

- \$50,000: due upon execution of this Agreement for recruitment and admissions
- Remainder: due in even payments on a monthly basis beginning October 31, 2017, for program operations

District will 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.

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. 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.

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. 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.

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 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, 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. In the case of a termination pursuant to subsection (c) of this paragraph, District shall continue to be obligated to pay New Leaders for any services rendered by New Leaders prior to the end of such School Year in accordance with the payment terms herein. District acknowledges and agrees that following such School Year New Leaders may, at New Leaders’ sole

discretion, continue to provide the training and support contemplated in Exhibit A at no cost to District or at such cost as is mutually agreed upon in writing by New Leaders and District. 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 school 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 New York, 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 Borough of Manhattan, New York County, State of New York. 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 School 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) 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

CLAY COUNTY SCHOOL DISTRICT

\_\_\_\_\_  
By:

\_\_\_\_\_  
By:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### Scope of Work

#### Emerging Leaders Program

New Leaders will provide the professional development program described herein (“Program”) in school year **2017-2018** to **approximately five (5)** participants (“Emerging Leaders”)

#### *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*

The Program’s 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 Emerging Leaders.*

- a. The Parties will work together to identify and recruit District Assistant Principals for participation in the Program as described herein. To facilitate the identification of Emerging Leaders, 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 the Program in each school year, New Leaders will select a class of Emerging Leaders. New Leaders has sole discretion over the selection of Emerging Leaders, including selection criteria, except that the District may veto a candidate in its sole discretion. The Principal of the school where any Emerging Leader works must provide his or her written consent to that Emerging Leader participating in the Program, including providing conditions for Program participation as described in Section 5(a). If New Leaders does not select any District employee as an Emerging Leader in a particular school year, then the Parties shall be released from their obligations in this MOU related to Emerging Leaders in such school year.

2. *Learning Cycle.*

- a. New Leaders' Learning Cycle—or “cycle of improvement”—is the process by which Emerging Leaders will learn, practice, and demonstrate proficiency of leadership skills learned during the Program. The Learning Cycle includes the following stages:
  - Introduce/Explore Concept (online, self-paced tutorials): New Leaders introduces participants to theories and concepts via web-based tutorials.
  - Guided Practice (in-person session): Participants integrate those new concepts during the cohort's in-person session in order to practice skills and receive peer and New Leaders feedback in a safe space.
  - Deep Practice & Reflection (in school): Participants apply new knowledge and skills with their students at their school sites.
  - Feedback and Reflection (from New Leaders and/or peers): Participants submit artifacts from their deep practice and reflection, providing material on which they can reflect (alone, with Program peers, and or with New Leaders) and receive feedback.
  - Repeated Practice and Reflection (in school): Participants utilize feedback to understand how to improve in the next iteration of practice within their classrooms.
  - Assessments (by New Leaders): Participants complete a job-embedded project and assessment that requires them to apply their learning in their schools.
- b. Examples of Learning Cycle Topics:
  - 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 Emerging Leaders.* The Program will include the following activities:

- a. Program orientation session: An in-person or web-based meeting held prior to the start of the Program outlining Program outcomes and principal support needed for the Emerging Leaders.
- b. Induction/Intensive sessions: Over four (4) to five (5) days prior to the start of each school year, New Leaders shall conduct full-day sessions with the new Emerging Leaders 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 a protected online platform provided by New Leaders (“Platform”). Some of these tutorials may occur on specific dates at specific times while others may be completed on the 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 Emerging Leader 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, Emerging Leaders will complete pre-work.
- e. Teacher team: Each Emerging Leader shall lead a consistent team of at least two (2) teachers (“Team”) focused on improving student achievement and teacher effectiveness. The Emerging Leader 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 Emerging Leader 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 Emerging Leader over the course of the year. Each participant is assigned a New Leaders staff member who provides such coaching to help customize the Program to build on the 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 the Program 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 the Program supported participant growth and learning as leaders
  - Supervisor survey - gather the participant’s supervisor’s feedback regarding program quality and implementation
- i. Assessments: New Leaders will conduct assessments and/or evaluations of each Emerging Leader to measure his or her knowledge and application of key Program concepts (“Assessments”). The Parties acknowledge and agree that the Assessments will be confidential to New Leaders and the Emerging Leader, unless further agreed by the Parties, provided that New Leaders will share high-level progress reports on each Emerging Leader with the District at least once during the school year. New Leaders may, in its sole discretion, determine the content and standards of each Assessment and whether an Emerging Leader has met the standards of an Assessment. The Parties acknowledge and agree that Assessments are not part of any reviews or other evaluations that the District may conduct of an Emerging Leader 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 Emerging Leader’s instructional knowledge.
  - 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.
  - Assignments: At least four (4) 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 Emerging Leader’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. District acknowledges and agrees that the uploading of any Artifact to the Platform by an Emerging Leader 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 Emerging Leader to upload any such Artifact to the Platform. 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 an Emerging Leader to the Platform.
- j. School-based Observations: Emerging Leaders 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. *New Leaders’ Responsibilities.*
- a. Provide a staff person to serve as the programmatic point of contact for participants and their Principals;
  - b. Define the Program timeline according to Program and District circumstances;
  - c. Differentiate the Program to meet local needs, participant learning styles and experience, and school context, as determined in New Leaders’ sole discretion;
  - d. Review feedback provided throughout the Program and use it to inform Program improvement and coaching;
  - e. Support participants in their leadership growth and development as set forth herein;
  - f. Develop the content of the Program and modify and update it at any time in New Leaders’ sole discretion; and
  - g. Deliver the Program as set forth herein.
5. *District’s Responsibilities.*
- a. Ensure that each Emerging Leader 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 Emerging Leader 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 Emerging Leader's work with the Team and to share the videos via the Platform;
  - The ability to and accommodations for the Emerging Leader 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 Emerging Leader's students or of the students of the teachers on the Team with other participants in the Program and New Leaders;
  - The ability to receive on-site coaching from New Leaders during the school day, which may include New Leaders observing the Emerging Leader'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 Emerging Leaders work will
    - Participate in the Program orientation session;
    - Respond to New Leaders' inquiries and updates in a reasonably timely manner; and
    - Meet with the Emerging Leader on a regular basis (approximately 30 - 45 minutes once per month during the Program year) to keep informed about the work the Emerging Leader does in the Program and provide support to Program participation;
  - c. Encourage each matriculated Emerging Leader to commit to remaining in the Program for the full school year;
  - d. 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 participating Emerging Leaders in obtaining any documentation for such recording; and
  - e. Complete other responsibilities as set forth herein.
6. *District's Employment Actions.* The Parties acknowledge and agree that New Leaders has no authority to hire any Emerging Leader as an employee of the District or to terminate any Emerging Leader'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 Emerging Leader. Should the District transfer any Emerging Leader, it shall use best efforts to transfer the Emerging Leader to a position in which the Emerging Leader can continue to fulfill the requirements of the Program.
  7. *Program Dismissal:* The Parties acknowledge and agree that New Leaders may remove an Emerging Leader from the 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.
  8. *Lack of Employment Relationship:* The Parties acknowledge and agree that Emerging Leaders are not at any time employees of New Leaders. The Parties further acknowledge and agree that Emerging Leaders 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 Emerging Leader's employment by District; (2) New Leaders cannot, and has no legal right to, at any time pay any Emerging Leader'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 Emerging

Leader during the course of that individual's employment by District; (4) New Leaders cannot, and has no legal right to, terminate any Emerging Leader 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 each 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 Emerging Leaders are serving in order to analyze the success of the Program. 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 Emerging Leader.
3. Cooperate with New Leaders' efforts to (i) conduct surveys, observations, and/or interviews of students, staff, and parents at all District Schools where Emerging Leaders 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 school year, New Leaders and District's Superintendent or Superintendent's designee shall discuss the potential for renewal of this MOU for one (1) or more

additional school years, with the goal that any renewal of the MOU 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 each school year covered by this MOU to discuss the coordination and implementation of this MOU.

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 MOU, 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 Regional Executive Director of Programs, South. For District, the contact shall be

\_\_\_\_\_.

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

***Approximate Program Timeline***

| <u>Date</u>              | <u>Event</u>                |
|--------------------------|-----------------------------|
| Spring/Summer            | Program Orientation Meeting |
| Late Summer              | Induction                   |
| Late Summer              | Intensive                   |
| INTRODUCTORY 1:1 MEETING |                             |
| ENTRY ASSESSMENT DUE     |                             |
| October                  | Cycle 1                     |
| November                 | Cycle 2                     |
| ASSIGNMENT #1 DUE        |                             |
| LEARNING MEETING #1      |                             |
| December                 | Cycle 3                     |
| January                  | Cycle 4                     |
| ASSIGNMENT #2 DUE        |                             |
| LEARNING MEETING #2      |                             |
| February                 | Cycle 5                     |
| ASSIGNMENT #3 DUE        |                             |
| March                    | Cycle 6                     |
| April                    | Cycle 7                     |
| ASSIGNMENT #4 DUE        |                             |
| LEARNING MEETING #3      |                             |