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# JEFFERSON COUNTY PUBLIC SCHOOLS CONTRACT FOR THE PROCUREMENT OF PROFESSIONAL SERVICES

THIS CONTRACT FOR PROCUREMENT OF PROFESSIONAL SERVICES (hereinafter "Contract") is entered into between the JEFFERSON COUNTY BOARD OF EDUCATION (hereinafter "Board"), a political subdivision of the Commonwealth of Kentucky, with its principal place of business at 3332 Newburg Road, Louisville, Kentucky 40218 and New Leaders, (hereinafter "Contractor"), with its principal place of business at 30 West 26th Street, 10th Floor, New York, NY 10010.

#### WITNESSETH:

WHEREAS, the Board desires to procure the particular services of Contractor, which are more fully defined below; and

WHEREAS, Contractor has held itself out to be competent and capable of performing the services contracted for herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, the Board and Contractor (hereinafter "Parties") agree as follows:

#### ARTICLE I

#### Entire Agreement; Amendments

This Contract is the entire agreement between the Parties and supersedes any and all agreements, representations and negotiations, either oral or written, between the Parties before the effective date of this Contract. This Contract may not be amended or modified except in writing as provided in Article VIII. This Contract is supplemented by the Board's Procurement Regulations currently in effect (hereinafter "Regulations") that are incorporated by reference into and made a part of this Contract. In the event of a conflict between any provision of this Contract and any provisions of the Regulations, the Regulations shall prevail.

#### ARTICLE II

#### Services

Contractor agrees to perform the following services (hereinafter "Services") of a quality and in a manner that is within the highest standards of Contractor's profession or business. The Services are as follows:

Through Instructional Leadership in ELA and Math, Contractor shall support leaders of teams in establishing a vision of excellence for ambitious instruction, diagnosing the present state of their teams, and identifying the gaps between where they are and where they want to go so that their teams and students can thrive, (the "Program"). Over the course of the Program participants will set up systems and structures to drive academic gains and equitable outcomes for all students.



Contractor shall provide Seneca High School with the following program components: (1) Program Intensive; (2) Community of Practice Sessions; and (3) One-on-One or Small Group Coaching, (collectively, the "Program Components").

- 1. **Program Intensive (three (3) half-day sessions).** The program intensive is the introductory launch to this program. During these sessions, participants will explore personal leadership and elements of culture, and be able to understand critical shifts in instruction and their impact on both Math and ELA assessments and instruction. Each half-day session shall be four (4) hours in length.
- 2. Community of Practice Sessions (three (3) half-day sessions).Contractor shall facilitate three (3) half-day Community of Practice sessions that engage participants in collegial, rigorous, transparent activities to develop empowered instructional leaders. During these sessions, participants will learn about data driven instruction by analyzing student work, instructional planning, and additional analysis of standards, and other instructional items. Each half-day session shall be four (4) hours in length.
- 3. One-on-One or Small Group Coaching (72 hours of coaching). Contractor shall provide customized coaching support to participants in virtual sessions. Coaching will sharpen participant practices in developing instructional leaders and prioritizing leadership actions that fuel district-wide change. Examples of coaching may include, among others, targeted feedback on district professional development, coaching conversations, and accountability structures to build participant capacity. The 72 hours of coaching is the aggregate total of all coaching.

The Program Components' intended outcomes are listed in **Exhibit A**, A Proposal for Leaders of Teams for Seneca High School and Jefferson County Public Schools for School Year 2020-2021 ("the Proposal"). For the avoidance of Doubt, to the extent of any conflict between the Proposal and this Contract, the Contract shall control.

Contractor shall actively monitor and support the ongoing fidelity of implementation and the impact Program through the following strategies:

- 1. **Implementation Data.** Contractor's program staff shall observe the Program Components that require participants to apply their new learning. Participants will share evidence of ongoing implementation and receive targeted feedback from the Contractor's facilitator.
- 2. **Participant Surveys.** Contractor shall administer regular participant surveys after each session. Contractor will use this data to monitor program quality, participant satisfaction, and support continued program outcomes and participant growth, including their improvement in skills and knowledge, application of the Program content, and impact on school improvement.
- 3. **Monthly Check-ins.** Contractor shall host monthly check-ins with school 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.

4. Formal Step-back Meetings. Contractor shall host two formal "step-back" meetings with school partner leaders. The purpose of the step-back is to understand: (1) Seneca High School's satisfaction with the program; (2) the perceptions of the participants and the effect of programming on participant growth; and (3) the needs for the next program year based on feedback and lessons learned. Parties' Responsibilities

Contractor shall:

- 1. Provide a staff person to serve as the programmatic point of contact for participants;
- 2. Create a timeline for the above Program Components based on the scheduling needs of the Board, Seneca High School and the Contractor. A proposed timeline can be found in **Exhibit A**;
- 3. Review feedback provided throughout the Program and use it to inform Program improvement;
- 4. Support participants in their leadership growth and development as set forth herein;
- 5. Develop the content of the Program using content from Contractor's proprietary content and materials and modify and update it at any time;
- 6. Provide access to a virtual learning management system to support program delivery;
- 7. Provide a single outline of each session to each school represented in the cohort of participants; and
- 8. Deliver the Program as set forth herein and in Exhibit A, with this Contract controlling in the extent of conflict.

In the event the Board determines that it is impractical or impossible for in person services to occur, Contractor may provide the Program and Services remotely using video conferencing technology as necessary. For avoidance of doubt, Contract will provide the Program and Services virtually through June 30, 2021. Contractor will confer with the Board as to the appropriateness of on-site or virtual delivery. Dates and locations of all trainings shall be agreed upon by the Contractor and the Board.

#### ARTICLE III

#### Compensation

The Board shall pay Contractor the total amount stated below (hereinafter "Contract Amount"). The Contract Amount shall be paid in a lump sum upon completion of the Services, unless a schedule of progress payments is stated below. The Contract Amount shall be for total performance of this Contract and includes all fees, costs and expenses incurred by Contractor including but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs and other costs, unless otherwise stated below. To receive payment, Contractor must submit an itemized invoice or invoices. If progress payments are authorized, each invoice must specify the actual work performed. If payment of costs or expenses is authorized, receipts must be attached to the invoice.



Contract Amount:

Progress Payments (if not applicable, insert N/A):

\$76,000 flat fee for services in this contract

Due on June 30, 2021 for services rendered through June 30, 2021

Due on October 31, 2021 for services rendered through October 31, 2021

Costs/Expenses (if not applicable insert N/A):

<u>N/A</u>

Fund Source:

SIF Grant

# ARTICLE IV

### Term of Contract

Contractor shall begin performance of the Services on March 10, 2021 and shall complete the Services no later than October 31, 2021, unless this Contract is modified as provided in Article VIII.

#### ARTICLE V

Performance of Services by Contractor

The Services shall be performed by Contractor, and in no event shall Contractor subcontract with any other person to aid in the completion of the Services without the prior written notice to the Contract Administrator defined below.

Contractor shall appoint one person who shall be responsible for reporting to the Board on all Services performed under the terms of this Contract and who shall be available for consultation with the Contract Administrator.

Contractor is an independent contractor, not an employee. Contractor is responsible for the payment of all federal, state and local payroll taxes and providing unemployment insurance and workers compensation coverage to Contractor's employees. Contractor shall provide all equipment, materials and supplies necessary for the performance of the Services.

Contractor shall at all times during the term of this Contract comply with all applicable laws, regulations, rules and policies. Contractor shall obtain and keep in force all licenses, permits and certificates necessary for the performance of the Services.

To the extent permitted by law, each party agrees to hold harmless, indemnify, and defend the other party and its members, agents, and employees, successors and assigns from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation, including the Contractor himself ("Loss"), in connection with the performance of this Contract, except for such Loss as is caused in whole or in part by the claiming party's own gross or willful negligence. Contractor also agrees to hold harmless, indemnify, and defend the Board and its members, agents, and employees from any and all claims or losses ("Loss to Supplier") incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to Contractor in connection with the performance

of this Contract, except for such Loss to Supplier as is caused in whole or in part by the Board's gross or willful negligence. This provision survives termination of this Contract.

Unless waived in writing by the Contract Administrator, Contractor shall maintain during the term of this Contract policies of primary insurance covering the following risks and in at least the following amounts: commercial general liability, including bodily injury, property damage, personal injury, products and completed operations, and contractual, \$1,000,000; and automobile liability, \$1,000,000. Contractor shall furnish to the Contract Administrator certificates of insurance evidencing this coverage and naming the Board as an additional insured. Additionally, Contractor shall maintain workers compensation coverage with limits required by law; and professional errors and omissions coverage with minimum limits of \$1,000,000. Contractor shall furnish certificates of insurance evidencing this coverage to the Contract Administrator.

### ARTICLE VI

#### Equal Opportunity

During the performance of this Contract, Contractor agrees that Contractor shall not discriminate against any employee, applicant or subcontractor because of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, disability, or limitations related to pregnancy, childbirth, or related medical conditions. If the Contract Amount is paid from federal funds, this Contract is subject to Executive Order 11246 of September 24, 1965 and in such event the Equal Opportunity Clause set forth in 41 Code of Federal Regulations 60-1.4 is hereby incorporated by reference into this Contract as if set forth in full herein.

#### ARTICLE VII

#### Prohibition of Conflicts of Interest

It shall be a breach of this Contract for Contractor to commit any act which is a violation of the provisions of Article XI of the Regulations entitled "Ethics and Standards of Conduct," or to assist or participate in or knowingly benefit from any act by any employee of the Board which is a violation of such provisions.

#### ARTICLE VIII

#### Changes

The Board and Contractor may at any time, by mutual agreement set forth in a written addendum, make changes in the definition of the Services; the scope of the Services; and the Contract Amount, except minor modifications ("Minor Modifications") may be made by Contractor and Board representatives as described herein. Minor Modifications are changes to the Contract that: (a) do not change the intent of this contract, including the inherent qualities of Services; (b) do not increase the total cost of the Services; and (c) afford Contractor at least one month prior notice before Minor Modification takes effect, including but not limited to any modification to the delivery schedule for services. The Contract Administrator and Contractor may, at any time, by mutual agreement set forth in a written addendum, make changes in the time within which the Services are to be performed; the schedule of Progress Payments; and mutual Termination of the Contract.

#### ARTICLE IX

#### Termination for Convenience of the Board

Each party may terminate this Contract in whole or in part at any time by giving written notice the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the specified effective date. The Board shall compensate Contractor for Services satisfactorily performed through the effective date of termination.

## ARTICLE X

#### Termination for Default

The Board may, by written notice of default to Contractor, terminate the whole or any part of this Contract, if Contractor breaches any provision of this Contract, or so fails to make progress as to endanger performance of this Contract, and in either of these circumstances, does not cure the breach or failure within a period of ten (10) business days after receipt of notice specifying the breach or failure. In the event of termination for default, the Board may secure the required services from another contractor. If the cost to the Board exceeds the cost of obtaining the Services under this Contract, Contractor shall pay the additional cost. The Board shall have the obligation to show proof to Contractor that it sought to mitigate such excess cost. The rights and remedies of the Board provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### ARTICLE XI

#### Disputes

Any differences or disagreements arising between the Parties concerning the rights or liabilities under this Contract, or any modifying instrument entered into under Article VIII of this Contract, shall be resolved through the procedures set out in the Regulations.

### ARTICLE XII

#### Contractor's Work Product

- (a) The Parties acknowledge and agree that, as between the parties, Contractor 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 Contractor in connection with this Contract. No license is granted in, to or under the New Leaders IP other than as expressly set forth herein.
- (b) Board employees participating in the Services ("Participants") may receive copies of Contractor's 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 for on the Tools, to use the Tools for purposes of their work in Board and for their personal and professional development. "Tools" does not include curriculum or instructional material prepared by Contractor to deliver Services.

Any reports, information, data, etc. given to or prepared or assembled by Contractor under this Contract shall not be made available to any individual or organization by Contractor without the prior



written notice to the Board. Provided, nothing in this Article may be used to violate the provisions of any Kentucky or Federal statute or regulation which requires reporting of information.

## ARTICLE XIII

### Contract Administrator

The Board shall appoint a Contract Administrator for the purposes of daily administrative decision-making pertaining to the Contract. If Contractor and the Contract Administrator disagree on any circumstance or set of facts pertaining to the administration or execution of this Contract, the Board shall resolve the matter after notification by either the Contract Administrator or the Contractor in the manner prescribed by the Regulations. If the Board fails to give notice to Contractor of the appointment of a Contract Administrator, the Contract Administrator shall be the Board's Chief Financial Officer.

## ARTICLE XIV

#### Right to Audit

The Board shall have the right to inspect and audit all accounting reports, books or records which concern the performance of the Services. Inspection shall take place during normal business hours at Contractor's place of business. Contractor shall retain all records relating to the performance of this Contract for five (5) years after the end of the term of this Contract.

## ARTICLE XV

## Miscellaneous

- A. All Articles shall be construed as read, and no limitation shall be placed on any Article by virtue of its descriptive heading.
- B. Any notices or reports by one Party to the other Party under this Contract shall be made in writing, to the address shown in the first paragraph of this Contract, or to such other address as

may be designated in writing by one Party to the other. Notices shall be effective when received if personally delivered, or three days after mailing if mailed.

- C. If any part of this Contract is held to be void, against public policy or illegal, the balance of this Contract shall continue to be valid and binding.
- D. This Contract shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
- E. No delay or omission by either Party in exercising any right under this Contract shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of this Contract.
- F. At all times during the term of this Contract, Contractor shall comply with the Family Educational Rights and Privacy Act of 1974. If Contractor has access to student records, Contractor shall limit its employees' access to those records to persons for whom access is essential to perform this Contract.
- G. If this Contract requires Contractor and/or any employees of Contractor access to school grounds on a regularly scheduled and continuing basis for the purpose of providing services directly to a student or students, all individuals performing such services under this Contract are required to



submit per KRS 160.380 to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and have a letter provided by the individual, from the Cabinet for Health and Family Services stating no administrative findings of child abuse or neglect found through a background check of child abuse and neglect records maintained by the Cabinet for Health and Family Services.

H. Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of this Contract and shall reveal any final determination of a violation by the Contractor or subcontractor of the preceding KRS Chapters.

# ARTICLE XVI

#### Confidentiality and Data

- 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 Contract, 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 secrets; (iii) all copies of the foregoing or any analyses, studies or reports that contain, are based on, or reflect any of the foregoing; (iv) all program evaluation data obtained in accordance with Exhibit A; and (v) 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 Contractor includes but is not limited to any materials marked as confidential by Contractor. 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 Contract, o (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 seed an appropriate protecting 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 Contract, 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. Nothing in this Agreement shall allow for the



destruction of documents in a manner not in accordance with the Public School District Records Retention Schedule set forth by the Kentucky State Archives and Records Management Division (the "Retention Schedule"). In the event that a request is made to have records destroyed prior to the permissible destruction period under the Retention Schedule, the Receiving Party will notify the Disclosing Party that records shall not be destroyed at that time, and the records shall be trained until the date of destruction specified by the Retention Schedule. The parties hereto agree that Disclosing Party would suffer irreparable harm from a breach by Receiving Party of any of the covenants or agreements contained in this Article XVI. In the event of an alleged or threatened breach by the Receiving Party of any of the provisions of this Article XVI, 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.

C. Data. Subject to ARTICLE XII, Contractor's Work Product above, any data or other material furnished by the Board or a participant in the Services for use by Contractor under this Agreement ("Data") shall remain the sole property of the Board, provided that the Board hereby grants Contractor a royalty-free, fully-transferable, perpetual, sub-licensable, 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. 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.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract to be effective as of March 10, 2021.

By:

Contractor's Social Security Number or Federal Tax ID Number:

OF JEFFERSON COUNTY BOARD EDUCATION

New Leaders, Inc. CONTRACTOR DocuSigned by: Laura B. kadetsky

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By:

Martin A. Pollio, Ed.D. Superintendent

Title: Laura B. Kadetsky Title: chief Administrative Officer & General Counsel

Cabinet Member:

(Initials)



Contract Revised 8/4/2020

## Jefferson County Public Schools NONCOMPETITIVE NEGOTIATION DETERMINATION AND FINDING

1. An emergency exists which will cause public harm as a result of the delay in competitive procedures (Only the Superintendent shall declare an emergency.) —

State the date the emergency was declared by the superintendent:

- 2. There is a single source for the items within a reasonable geographic area Explain why the vendor is a single source: \_\_\_\_\_
- 3. The contract is for the services of a licensed professional, education specialist, technician, or an artist

State the type of service: Leadership Development Services

4. The contract is for the purchase of perishable items purchased on a weekly or more frequent basis \_\_\_\_\_

State the item(s): \_\_\_\_\_

- 5. The contract is for proprietary item(s) for resale: This can include the buying or selling of item(s) by students when it is part of the educational experience State the type(s) of item(s): \_\_\_\_\_
- 6, The contract is for replacement parts when the need cannot be reasonably anticipated, and stockpiling is not feasible State the item(s): \_\_\_\_\_
- 7, The contract or purchase is for expenditures made on authorized trips outside the boundaries of Jefferson County Public Schools —

State the location:

8, The contract is for a sale of supplies at reduced prices that will afford Jefferson County Public Schools a savings (Purchase must be approved by Director of Purchasing) \_\_\_\_\_

Explain the logic:

9. The contract is for the purchase of supplies which are sold at public auction or by receiving sealed bids - State

the items:

I have determined that, pursuant to K.R.S. 45A. 380, the above item(s) should be obtained by the Noncompetitive Negotiation Methods since competition is not feasible.

Michael Guy Executive Principal Seneca High School School or Department

Signature of person making Determination

19/11/2020

Date

New Leaders, Inc. Name of Contractor (Contractor Signature Not Required)\_\_\_\_\_

Requisition Number

Explanation of Noncompetitive Negotiation Methods can be found under K.R,S. 45A,380 and on page 15 in the Procurement Regulations

Revised 05/201 1

# New Leaders

# A Proposal for Leaders of Teams for Seneca High School and Jefferson County Public Schools for School Year 2020-2021

November 20, 2020

New Leaders<sup>®</sup> is pleased to support Seneca High School and Jefferson County Public Schools by strengthening the skills and capacity of Seneca High School leaders to advance student achievement. In keeping with our school partners' visions, we propose to deliver Leaders of Teams that will serve up to 30 assistant principals, instructional coaches, and teacher leaders beginning in February of School Year 2020-2021 and concluding in October of School Year 2021-2022.

# **New Leaders Overview**

For 20 years, New Leaders has worked in and with schools, districts, and states to improve school performance by developing leaders at all levels—from teacher leaders to principal supervisors—with the mindset, skills, and practice needed to drive instructional excellence at scale. We are an educational leadership organization whose mission is driven by racial equity, social justice, and an unwavering belief in the potential of every student.

Like our Jefferson County school partners, we view effective school leaders as the greatest leverage point for transforming schools and students' lives. We cultivate leaders who are not afraid to do things differently. We support our partners to identify and remove barriers to student success. Our proven leadership solutions reflect the unique strengths and needs of our partners—helping them get results for their schools and students.

**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.<sup>1</sup> 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.<sup>2</sup> 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 named New Leaders 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 over 4,000 leaders who reach nearly half a million 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.

# **New Leaders' Customized Leadership Solutions**

New Leaders proposes to provide a set of leadership development services that reach up to 30 teacher leaders, instructional coaches, and assistant principals. Our work is grounded in adult learning theory, and we will use data to drive impact and advance student achievement.

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

<sup>&</sup>lt;sup>1</sup> Gates et al. (2019). Preparing school leaders for success: RAND evaluation of New Leaders' Aspiring Principals program, 2012-2017. Santa Monica, CA: RAND Corporation. Retrieved from <a href="https://www.rand.org/pubs/research">https://www.rand.org/pubs/research</a> reports/RR2812.html

<sup>&</sup>lt;sup>2</sup> Gates et al. (2014) Preparing Principals to Raise Student Achievement: Implementation and Effects of the New Leaders Program in Ten Districts, Santa Monica, CA: RAND Corporation. Retrieved from <a href="https://www.rand.org/pubs/research">https://www.rand.org/pubs/research</a> reports/RR507.html

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.

Two independent studies of New Leaders found that our programming for principals-in-training demonstrated positive effects on student achievement and met Tier II evidence requirements for the Every Student Succeeds Act (ESSA).<sup>3</sup> In addition, our groundbreaking research outlined in our report, *Ambitious Leadership*,<sup>4</sup> affirms the power of highly effective principals to position their schools and students for lasting success.

## New Leaders' Transformational Leadership Framework™

New Leaders' Transformational Leadership Framework (TLF) 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>5</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>6</sup> All of our programming is based upon this proven content.

Learning and Teaching	Ensure 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

**Table 1. Transformational Leadership Framework** 

**Focus on Equity.** Equity is at the center of all our work. Our mission is to ensure high academic achievement for all children, especially students in poverty and students of color, by developing transformational school leaders and advancing the policies and practices that allow great leaders to succeed.

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.

Your participants will be 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

<sup>&</sup>lt;sup>3</sup> Two independent studies of New Leaders found that our principal-in-training programming demonstrated positive effects on improved student achievement, student attendance, and stronger principal retention and met the ESSA Tier II (moderate evidence) criteria. (Gates, S.M., Baird, M., Doss, C.J., Hamilton, L., Opper, I.M., Master, B.K., Prado Tuma, A., Vuollo, M. & Zaber, M.A. (2019). <u>Preparing School Leaders for Success: Evaluation of New Leaders' Aspiring Principals Program</u>, <u>2012-2017</u>. Santa Monica, CA: RAND Corporation; Gates, S.M., Hamilton, L.S., Martorell, P., Burkhauser, P.H., Pierson, A., Baird, M., Vuollo, M., Li, J.J., Lavery, D., Harvey, M. & Gu, K. (2014). <u>Preparing Principals to Raise Student Achievement: Implementation and Effects of the New Leaders Program in Ten Districts</u>. Santa Monica, CA: RAND Corporation.)

<sup>&</sup>lt;sup>4</sup> Ambitious Leadership: How Principals Lead Schools to College and Career Readiness. Full text is available at https://newleaders.org/research-policy/ambitious-leadership.

<sup>&</sup>lt;sup>5</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>6</sup> Desravines, J., Aquino, J., & Fenton, B. (2016). *Breakthrough Principals*. San Francisco: Jossey-Bass.

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 you to create school cultures focused on increasing opportunities and access to high-quality learning for all students.

# **Proposed Services**

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## Leaders of Teams: Program Overview

Strong instructional leadership is the most critical factor in driving grade- and team-wide academic excellence. Through Instructional Leadership in ELA and Math, we will support leaders of teams in establishing a vision of excellence for ambitious instruction, diagnosing the present state of their teams, and identifying the gaps between where they are and where they want to go so that their teams and students can thrive. Over the course of this program participants will set up systems and structures to drive academic gains and equitable outcomes for all students.

## **Program Outcomes**

- Build a culture of collective efficacy and positively impact instructional practice by maintaining a focus on rigor, high expectations, growth, and achievement for all students
- Positively impact the data-driven Instruction culture in schools by ensuring laser-like focus on teaching, learning, and increasing achievement and growth for all students
- Examine and calibrate on instructional excellence and equity through task analysis, observation of the Instructional core, and structures to support instructional planning and equitable educational practices in Math and ELA
- Build capacity in their team members by observing, supporting, and coaching them toward success and holding them accountable to a vision of excellence for all students
- Demonstrate personal leadership and equity (inclusive of race and bias) by employing reflective practices while building and encouraging strong, trusting relationships through the use of effective communication strategies

New Leaders will execute the following program components at Seneca High School: 1) Program Intensive, 2) Community of Practice Sessions, and 3) one-on-one or small group coaching.

**Program Intensive (three half-day sessions).** The program intensive is the introductory launch to this program. Participants will explore personal leadership and elements of culture, and be able to understand critical shifts in instruction and their impact on both Math and ELA assessments and instruction.

**Community of Practice Sessions (three half-day sessions).** New Leaders will facilitate three half-day Community of Practice sessions that engage participants in collegial, rigorous, transparent activities to develop empowered instructional leaders. Participants will learn about data driven instruction by analyzing student work, instructional planning, and additional analysis of standards, and other instructional items.

**One-on-One or Small Group Coaching (72 hours of coaching).** This customized layer of support will be provided to participants in virtual sessions. Coaching will sharpen participant practices in developing instructional leaders and prioritizing leadership actions that fuel district-wide change. Examples of coaching may include, among others, targeted feedback on district professional development, coaching conversations, and accountability structures to build participant capacity. The 72 hours of coaching is the aggregate total of all coaching.



## **Program Timeline**

Table 2 outlines the proposed timeline for New Leaders to deliver program services. The final timeline will be determined based on the scheduling needs of Seneca High School and New Leaders.<sup>7</sup>

Program Component	Sessions Per Participant		March 2021 – Oct 2021								
	Delivery Location	Total # of Sessions	Length of Session	MAR 2021	APR 2021	MAY 2021	JUN 2021	JUL 2021	AUG 2021	SEP 2021	ОСТ 2021
Program Intensive	On-site/ Virtual	3	½ day	٠	•						
Community of Practice Sessions	On-site/ Virtual	3	½ day			٠			•		•
One-on-one or Small Group Coaching	On-site/ Virtual	Varies	Up to 72 total hours	To be scheduled with New Leaders Facilitator							

Table 2. Suggested Program Delivery Table for Leaders of Teams at Seneca High School

# **Program Monitoring and Communication**

Over the course of the program's duration, 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 strategies:

**Implementation Data.** New Leaders program staff will observe the program components that require participants to apply their new learning. Participants will share evidence of ongoing implementation and receive targeted feedback from the New Leaders facilitator.

**Participant Surveys.** New Leaders will administer regular participant surveys after each session. New Leaders will use this data to monitor program quality, participant satisfaction, and support continued program outcomes and participant growth, including their improvement in skills and knowledge, application of program content, and impact on school improvement.

**Monthly Check-ins.** We will host monthly check-ins with school 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 two formal "step-back" meetings with school partner leaders. The purpose of the step-back is to understand: 1) The satisfaction of Seneca HS 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.

## **Cost Proposal**

The services described above will be delivered for a flat fee of \$76,000. Any adjustments to the scope of work may result in price adjustments.

<sup>&</sup>lt;sup>7</sup> Due to the global pandemic, New Leaders will not be providing on-site delivery through at least January 30, 2021. New Leaders is prepared to offer virtual delivery of program components described herein. In advance of the dates indicated herein, New Leaders will confer with Seneca HS as to the appropriateness of on-site or virtual delivery.



New Leaders works to reduce the fee-for-service burden on our school partners via local philanthropic support. The fee (above) does not reflect the total cost of our programming.

Additional client services requested by Seneca HS 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 partner.

## **New Leaders Contacts**

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## **Roles and Responsibilities**

Parties' Responsibilities

New Leaders shall:

- 1. Provide a staff person to serve as the programmatic point of contact for participants;
- 2. Define the Program timeline according to Program circumstances;
- 3. Review feedback provided throughout the Program and use it to inform Program improvement;
- 4. Support participants in their leadership growth and development as set forth herein;
- 5. Develop the content of the Program using content from New Leaders' proprietary content and materials and modify and update it at any time at New Leaders' sole discretion;
- 6. Provide access to a virtual learning management system to support program delivery;
- 7. Provide a single outline of each session to each school represented in the cohort of participants; and
- 8. Deliver the Program as set forth herein.

To support these Services, Seneca HS shall:

- 1. Lead the Program selection process by identifying the participants and sharing full names and district-issued email addresses of participants to New Leaders at least three (3) weeks prior to the launch date, and by holding participants accountable for completing Program enrollment activities;
- 2. Coordinate with New Leaders to identify a mutually acceptable implementation calendar prior to Program launch;
- 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 in monthly, or as needed, check-ins and/or planning meetings with New Leaders to review high-level session outlines and ensure delivery of Services aligns with your expectations;
- 5. Provide information regarding your school's strategies, frameworks, and expectations to inform design and delivery of the Program;
- 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;
- 8. Encourage Program participation and engagement by ensuring that participants complete surveys, attend sessions, and engage with the learning management system to support ongoing growth and development; and
- 9. Fulfill other responsibilities as set forth herein.