

ACTION MEMORANDUM

TO: Bibb County School District

FROM: Dr. Lori Rodgers, Assistant Superintendent of District Effectiveness & Federal Programs

SUBJECT: Renewal of National School Administration Manager (SAM) Innovation Project

Summary

SAM is a professional development process using unique tools to change a principal's focus from school management tasks to instructional leadership—activities directly connected to improving teaching and learning.

Background

The National SAM Innovation Project (NSIP) is a non-profit company providing SAM services, a comprehensive process and a set of tools designed to develop effective instructional leaders resulting in greater student success. NSIP's mission is to extend the SAM process to all schools in every state to create greater teacher and learner success.

SAM is a professional development process using unique tools to change a principal's focus from school management tasks to instructional leadership—activities directly connected to improving teaching and learning. Over 1,200 school leaders in twenty-three states contract for SAM services.

The SAM Project helps leaders use data to reflect on their practice and develop a plan to reframe their roles. As a result, leaders become more effective and improve student achievement. Initially, principals establish baseline data and set goals to increase time spent on improving teaching and learning. Schools appoint a School Administration Manager who will meet with the principal daily to review how time is spent and management duties are distributed to facilitate this effort. The process encourages principals to build strong professional learning communities and strengthen relationships with teachers, parents, and students as part of their school improvement efforts. NSIP will also assist with the coordination of the Summer 2023 Leadership Symposium.

The SAM process has provided a platform for Bibb County School District leaders to monitor:

- targeted instructional descriptors (i.e. time spent on celebration, directive feedback, nondirective feedback, planning curriculum assessments, PD, office

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work/prep, decision making groups and communities, etc.)

- instructional time spent with individual staff members,
- instructional time spent with grade levels, and
- overall time use for instruction, management, unscheduled time, and personal time

Recommendation

It is recommended that the Board of Education authorize the Superintendent to issue a purchase order in the amount of \$581,800 in ESSER funds for the 2023-2024 renewal of the National School Administration Manager (SAM) Innovation Project.

Superintendent's Approval:

Superintendent's Signature	Approve/Disapprove
Dr. Dan A. Sims	Approved

Services Agreement: SAM Process

THIS AGREEMENT made effective upon signing

BETWEEN:

Bibb County School District

(Hereinafter BCSD)

AND

National SAM Innovation Project

(Hereinafter "NSIP")

The Wallace Foundation funded creation of the National SAM Innovation Project to provide a process for school principals and other school leaders to make more effective use of their instructional leadership time. NSIP, a 501c3 non-profit corporation, is the sole provider of SAM process services, tools and materials.

BCSD has successfully implemented the SAM process throughout the district for school leaders.

NSIP and BCSD hereto agree as follows:

1. SERVICES
 - 1.1 BCSD continues to engage NSIP and NSIP accepts engagement with BCSD to render services as set forth herein. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and/or employee between BCSD and any of the employees, contractors, and/or other agents of NSIP.
2. DUTIES
 - 2.1 NSIP shall devote reasonable time and effort to the performance of this Agreement. BCSD acknowledges that NSIP shall also be entitled to render services to other schools, schools districts and educational organizations during the term hereof.
 - 2.2 NSIP shall provide the following services to BCSD, at such times and in such manner as determined by NSIP in consultation with BCSD: use of the TimeTrack™ tool on a daily basis for all principal/district leader and others in the school charged with improving teacher practice who used these tools during the 2023-24 school year, TimeTrack technical support; remotely delivered monthly coaching sessions with participating SAMs and principals/district leaders.

District Site License for TimeTrack. License includes:

1. Unlimited TimeTrack users, school and district leaders
2. Unlimited TimeTracks for assistant principals and instructional coaches when the principal SAM team is doing the SAM process with efficacy.

3. Implementation services for new teams
4. Coaching services, twice monthly, for each SAM team
5. Coaching services, twice monthly, for each TimeTrack user
6. Weekly TimeTrack review, feedback
7. Online tech support
8. Online professional development tools
9. 2.85 full time SAM Time Change Coaches assigned to support and coordinate services
10. 26 seats, 17th Annual National SAM Conference

Additional Service: Summer 2023 Leadership Symposium, all costs covered: lodging, transportation, books, speakers, and materials. NSIP will also assist BCSD with content planning to align with the district's strategic plan and accreditation.

- 2.3 In return, BCSD agrees to cooperate in good faith with NSIP to provide timely data, participate in training and cooperate with NSIP regarding implementation of the SAM project according to national guidelines and protocols as well as timely payment to NSIP pursuant to the terms set forth in section 3 of this Agreement.
- 2.4 NSIP will perform those duties set forth in section 2.2 of this Agreement in a professional manner and consistent with the principles and goals of NSIP, but the results to be obtained by BCSD may depend upon the efforts of selected campuses with regard to cooperation and implementation of the SAM project.
- 2.5 NSIP will retain ownership in and the rights to materials, reports, research data, creative works or other works of a similar nature that are provided to BCSD by NSIP in connection with the performance of those duties set forth in Section 2.2 of this Agreement, or that are produced or delivered by NSIP under this Agreement. NSIP will provide BCSD with SAM school time data, TimeTrack Web access and training to interpret and apply this data.
- 2.6 BCSD agrees to prohibit the use of SAM process data for to evaluate a school or district leaders and recognizes that SAM is a professional development process.
- 2.7 BCSD acknowledges that the emergency site license agreement is provided due to the COvid-19 pandemic and will endeavor to return to team level pricing and support when the pandemic concludes and/or funding allows.

3 RENUMERATION

- 3.1 BCSD will pay NSIP \$347,000 for a district site-license and services described above for all school leaders, district level, principals, assistant principals, instructional coaches including a full an half time NSIP Time Change Coach and Implementation Specialist to expand full service to all TimeTrack users in schools and district offices.

BCSD will pay NSIP \$234,800 for District and School based leadership teams, Summer 2023 Leadership Symposium (\$2,935 per attendee)

BCSD will make payment for the Summer 2023 Leadership Symposium within 15 days of agreement. BCSD will make payment for the SAM Services Site License no later than August 1, 2023.

- 3.2 BCSD shall not be required to provide any benefits to NSIP including, without limitation, dental, medical, disability or life insurance.

4. CONFIDENTIALITY

NSIP shall not disclose confidential information concerning BCSD's staff, volunteers, agents, and students, except to the extent required to do so pursuant to state or federal law. BCSD will not use SAM data for principal/leader evaluation.

5. TERM; TERMINATION

This Agreement shall be for the 2023-24 school year and the Summer 2023 Leadership Symposium. Either party may terminate this Agreement if the other party breaches any material provision of this Agreement and the breach is not cured within thirty (30) days after receipt of notice from the non-breaching party to the breaching party specifying the details of the breach. In any legal proceeding arising out of any such termination for breach, the non-breaching party shall be entitled to recover its compensatory damages, if any, resulting from such breach, but shall not be entitled to recover special, incidental, consequential or punitive damages. Neither party shall have the right to terminate this Agreement before the end of the term for any reason other than a breach of a material provision of this Agreement.

6. NOTICES

A notice delivered or received between either party shall be deemed to have been received:

- (a) if it was delivered in person, on the date it was delivered;
- (b) if it was sent by electronic facsimile transmission, on the date it was delivered;
- (c) it was sent by U.S. mail, on the day it was received.

7. MODIFICATION OF AGREEMENT

NSIP and BCSD may at any time by mutual agreement make changes in the definition of the services, the scope of the services, the time within the services are to be performed, and the contract amount.

8. HEADINGS

The headings utilized in this Agreement are for convenience only and are not to be construed in any way as additions or limitations of the covenants and agreements contained in this Agreement.

9. ENTIRE AGREEMENT

The parties acknowledge that it is their intention that the provisions of this Agreement shall be binding only to the extent that they may be lawful under the existing applicable laws and that in the event that any provision of this Agreement is determined by a court of law to be overly broad or unenforceable, the remaining valid provisions shall remain in full force and effect. This Agreement constitutes the sole agreement between the parties hereto for services to be performed as herein described and the mutual covenants contained herein constitute due and adequate consideration for the full performance by each party of its obligations under this Agreement.

10. GENERAL MATTERS

The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of the same or of any other provisions of this Agreement.

11. REIMBURSEMENT FOR PARTICIPANT TRAVEL

Cost for travel to and/from the annual SAM National conference is the responsibility of BCSD.

BCSD

By:

_____ (signature)

National SAM Innovation Project

By:

_____ (signature)