



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

**Please Type**

Contractor full name: NSIP, Nation SAM Innovation Project

Doing Business As, if applicable: SAM, NSIP

Business Address: 9100 Shelbyville Road, Suite 280. Louisville KY

Business Phone: 502 509-9774

Business email: Mark@SamsConnect.com

SS# OR Tax ID #: On File (501c3 non-profit, sole source provider of SAM services)

Funding Source & Acct # including location code: **Wallace Grant 190-454-00-56694**

Principal or Supervisor: Dr. Paul Whyte

Agreement Effective Dates: From 1/1/21 until 6/30/21

Hourly rate or per session rate or per day rate.

Total amount: \$9,900 (\$4,950 per school, two schools)

Description of Service: SAM is a cloud-based software set of tools school leaders use each day. Coaching and other professional development supports are included. All tools are trademark and copyright protected. This unique set of tools to change a principal's focus from school management tasks to instructional leadership—activities directly connected to improving teaching and learning. New Haven began SAM services through a University of Connecticut grant in January, 2019. The university has transferred funds to New Haven to pay for continuation of SAM services.

Submitted by: Dr. Paul Whyte Phone: 475-220 1016



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Dr. Paul Whyte  
**Date:** April 26, 2021  
**Re:** National SAM Innovation Project

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### Executive Summary/ Statement:

SAM is a cloud-based software set of tools school leaders use each day. Coaching and other professional development supports are included. All tools are trademark and copyright protected. This unique set of tools to change a principal's focus from school management tasks to instructional leadership—activities directly connected to improving teaching and learning. New Haven began SAM services through a University of Connecticut grant in January, 2019. The university has transferred funds to New Haven to pay for continued SAM services.

**Amount of Agreement: \$9,900 (\$4,950 per school)** (cloud-based tech service for two schools with tech, coaching and PD support)

**Funding Source & Account #: Wallace Grant 190-454-00-56694**

**Key Questions:** (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

1. Please describe how this service is strategically aligned to the District Continuous Improvement Plan? Principal use of time to improve teaching and learning is increased significantly with the SAM process. Research shows this as the largest lever to increase student performance that a district can control. Both New Haven schools participating have had significant time gains.
2. What specific need will this contractor address? Principal impact on teaching and learning.
3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? Please describe the selection process including other sources considered and the rationale for selecting this method of selection: Sole Source. See attached program description and research citation. The University of Connecticut brought the SAM process to New Haven.
4. If this is a continuation service, when was the last time the alternatives were sought? SAM is a unique professional development process proven by research to be effective. The tools in the SAM process are proprietary. NSIP, a non-profit, is the sole sources provider.

5. What specific skill set does this contractor bring to the project? The National SAM Project assist in improving principal effectiveness, through time management tools and tracking methods to increase principal time focused on instruction. See Exhibit A
6. How does this contractor fit into the project as a whole? (Please attach a copy of the contractor's resume): This is an organization
7. Is this a new or continuation service? Continuation. University of Connecticut paid for service directly, 1/19 through 1/20. The University has transferred funds to New Haven to pay for a second year of service, 1/20 through 1/21.
8. If this is a continuation service has cost increased? No. Cost has decreased. Was \$12,900 per school for 12 months. Now is \$9,900 per school for 12 months.
  - a) If yes, by how much?
  - b) What would an alternative contractor cost? There is not an alternative contractor. NSIP is the sole sources provider of SAM services.
  - c) Is this a service existing staff could provide? Why or why not? No, SAM is a copyright and trademark protected.
9. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated? NSIP provides time data showing increased leader focus on teaching and learning. Research from Policy Studies Associates and Vanderbilt University prove SAM process effectiveness.
10. If a continuation service, attach a copy of the previous evaluations or archival data demonstrating effectiveness. (If archival data includes lengthy reports, syllabi, training materials, etc., please have a copy available for review) See attached program description.
11. If the service is a professional development program, can the training be provided internally, by district staff?
  - a) If not, why not? SAM is a cloud-based software set of tools school leaders use each day. Coaching and other professional development supports are included. All tools are trademark and copyright protected.
  - b) How will the output of this Agreement contribute to building internal capabilities? New Haven has the option of learning to provide SAM coaching internally and lowering annual costs.
12. Why do you believe this Agreement is fiscally sound? Funding is already provided by the University of Connecticut. When the grant ends the service can be supported through Title I or I funds.

13. What are the implications of not approving this Agreement? End of SAM services for selected schools. Administrators will not receive the full level of training to maintain all practices after the conclusion of the second year. Administrators involved already noted the increase in time devoted to instructional leadership as new building leaders.



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**AGREEMENT**  
**By And Between**  
**The New Haven Board of Education**  
**AND**

NSIP, Nation SAM Innovation Project

This Agreement entered into on the 4<sup>th</sup> day of January 2021, effective (*start date no sooner than the day after Board of Education Approval*), on the 4<sup>th</sup> day of January, 2021, by and between the New Haven Board of Education (herein referred to as the “Board” and, National SAM® Innovation Project located at, Louisville KY (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$9,900 (\$4,950 per school, 1/4/21 through 6/30/21).

The maximum amount the contractor shall be paid under this agreement: \_ (\$9,900) Nine Thousand Dollars and no cents. Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

**Fiscal support** for this Agreement shall be by Wallace Foundation Grant **Program** of the New Haven Board of Education, **Account Number: 190-454-00-56694 Location Code: 0000**

This agreement shall remain in effect from 1/4/21 through 6/30/21.

**SCOPE OF SERVICE:** *Please describe service deliverables, including, locations and costs for service, including travel and supplies, if applicable. A detailed Scope of Service with pricing must be attached as Exhibit A).*

SAM is a cloud-based software set of tools school leaders use each day. Coaching and other professional development supports are included. All tools are trademark and copyright protected. This unique set of tools to change a principal’s focus from school management tasks to instructional leadership—activities directly connected to improving teaching and learning. New Haven began SAM services through a University of Connecticut grant in January, 2019. The university has transferred funds to New Haven to pay continued service.

NSIP shall provide the following services for schools at such times and in such manner as determined by NSIP in consultation with NHPS: readiness activities and ongoing support for schools/leaders selected by NHPS; data collection and analysis (shadowing) to ascertain amount of time spent in instructional leadership, management, and personal time, technical support for the use of the TimeTrack® tool on a daily basis; training for SAM/principal teams; monthly coaching sessions with the SAM and principal or principal supervisor, expanded Implementation Specialist support, computer/phone and on site; professional development services

and attendance at NSIP’s national annual national conference. (up to 2 SAM team members per site for national annual conference—the SAM team must be doing the SAM process with efficacy to attend)

**Exhibit A: Scope of Service:** Please attach contractor’s detailed Scope of Service with all costs for services including travel and supplies, if applicable. Attached

- 2.2

**Exhibit B: Student Data and Privacy Agreement:** Attached

**APPROVAL:** This Agreement must be approved by the New Haven Board of Education **prior to service start date**. Contactors may begin service no sooner than the day after Board of Education approval.

**HOLD HARMLESS:** The Contractor shall insure and/or indemnify the Board and its members, employees and agents against all claims, suits, and expenses, including reasonable attorney’s fees, in connection with loss of life, bodily injury or property damage arising from any neglect act or omission of the Contractor or its employees or agents. Further, the Contractor covenants and agrees that it shall hold the Board and its members, employees and agents harmless against any and all claims, suits judgments of any description whatsoever caused by the Contractor’ breach of this agreement or based upon the conduct of the Contractor, or its agents or its employees or arising out of in connection with their activities under this agreement.

**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days’ written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the last day of thirty (30) day notice period, as long as the Agreement was approved by the Board prior to the start date of service.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
President  
New Haven Board of Education

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Printed Name & Title  
Revised: 12/3/19



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## EXHIBIT B

### STUDENT DATA PRIVACY AGREEMENT SPECIAL TERMS AND CONDITIONS

For the purposes of this Exhibit B "directory information," "de-identified student information," "school purposes," "student information," "student records," "student-generated content," and "targeted advertising" shall be as defined by Conn. Gen. Stat. § 10-234aa.

1. All student records, student information, and student-generated content (collectively, "student data") provided or accessed pursuant to this Agreement or any other services agreement between the Parties are not the property of, or under the control of, the Contractor.
2. The Board shall have access to and the ability to delete student data in the possession of the Contractor except in instances where such data is (A) otherwise prohibited from deletion or required to be retained under state or federal law, or (B) stored as a copy as part of a disaster recovery storage system and that is (i) inaccessible to the public, and (ii) unable to be used in the normal course of business by the Contractor. The Board may request the deletion of any such student information, student records or student-generated content if such copy has been used by the operator to repopulate accessible data following a disaster recovery. The Board may request the deletion of student data by the contractor within two (2) business days of receiving such a request and provide to the Board confirmation via electronic mail that the student data has been deleted in accordance with the request, the date of its deletion, and the manner in which it has been deleted. The confirmation shall contain a written assurance from the Contractor that proper disposal of the data has occurred in order to prevent the unauthorized access or use of student data and that deletion has occurred in accordance with industry standards/practices/protocols.
3. The Contractor shall not use student data for any purposes other than those authorized pursuant to this Agreement.
4. A student, parent or legal guardian of a student may review personally identifiable information contained in student data and correct any erroneous information, if any, in such student data. If the Contractor receives a request to review student data in the Contractor's possession directly from a student, parent, or guardian, the Contractor agrees to refer that individual to the Board and to notify the Board within two (2) business days of receiving such a request. The Contractor agrees to work cooperatively with the Board to permit a student, parent, or guardian to review personally identifiable information in student data that has been shared with the Contractor, and correct any erroneous information therein.

5. The Contractor shall take actions designed to ensure the security and confidentiality of student data.
6. The Contractor will notify the Board, in accordance with Conn. Gen. Stat. § 10-234dd, when there has been an unauthorized release, disclosure or acquisition of student data. Such notification will include the following steps:

Upon discovery by the Contractor of a breach of student data, the Contractor shall conduct an investigation and restore the integrity of its data systems and, without unreasonable delay, but not more than thirty (30) days after such discovery, shall provide the Board with a more detailed notice of the breach, including but not limited to the date and time of the breach; name(s) of the student(s) whose student data was released, disclosed or acquired; nature of and extent of the breach; and measures taken to ensure that such a breach does not occur in the future.

7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration of such contract for the purpose of storing student- generated content.
8. The Contractor and Board shall each ensure their own compliance with the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g, as amended from time to time.
9. The Contractor acknowledges and agrees to comply with the above and all other applicable aspects of Connecticut's Student Data Privacy law according to Connecticut General Statutes §§ 10-234aa through 10-234dd.
10. The Parties agree that this Agreement controls over any inconsistent terms or conditions contained within any other agreement entered into by the Parties concerning student data.





9100 Shelbyville Road, Suite 280  
Louisville, Kentucky 40222-5153  
Office: (502)509-9774  
Fax: (877)266-2813

[www.SamsConnect.com](http://www.SamsConnect.com)

June 13, 2018

To whom it may concern:

This is to confirm that the National SAM Innovation Project, NSIP, is the sole source provider for SAM services.

I created the SAM process as part of a study in 2002 and established trademark and copyright protection for the name SAM®, SAMS®, School Administration Manager, School Administrative Manager, [www.SamsConnect.com](http://www.SamsConnect.com) and the tools and processes used including TimeTrack® and Time/Task Analysis™.

NSIP was formed in 2005 and currently provides services to over 800 school and district leaders in twenty-two states. NSIP has a national program board and is recognized by the US federal government as a 501c3 non-profit corporation.

NSIP provides services directly to districts, schools and states. NSIP is the sole source provider for SAM services including, but not limited to, training, coaching, data collection, TimeTrack™, Time/Task Analysis™, web site, data storage, training materials and professional development modules.

Districts use Title 1, Title II, school improvement, teacher leadership, Professional development, grants, general funds and private grants to pay for SAM services.

We are pleased to work with you to increase instructional leadership time and improve instructional practice.

Sincerely,

A handwritten signature in black ink that reads "Mark Shellinger". The signature is fluid and cursive, with a long horizontal stroke at the end.

Mark Shellinger, Director