



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: New Haven Ecology Project

Doing Business As, if applicable: Common Ground Schoolyards Program

Business Address: 358 Springside Avenue New Haven, CT 06515

Business Phone: 203-389-4333 ext 1220

Business email: robyn.stewart@commongroundct.org

Funding Source & Acct # including location code: ARP ESSER 3 Carryover
25536399566940021

Principal or Supervisor: Kimberly Daniley

Agreement Effective Dates: From December 12, 2023. To June 30, 2024.

Hourly rate or per session rate or per day rate. \$270 per field trip to Common Ground
Total amount: \$3,240 (*12 field trips*)

Description of Service: Brennan Rogers students will take 12 field trips to Common Ground's campus for outdoor learning. Field trips are 60 - 90 minutes long and costs are inclusive of all materials and activities. Common Ground will provide two educators to host each trip of 18 - 27 children.

Submitted by: Kimberly Daniley Phone: 475.220.2210



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: **Kimberly Daniley**
Date: **November 22, 2023**
Re: **Common Ground Agreement**

Please **answer all questions and attach any required documentation as indicated below.** 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. **Contractor Name:** New Haven Ecology Project/Common Ground

Description of Service:

Brennan Rogers students will take 12 field trips to Common Ground's campus for outdoor learning. Field trips are 60 - 90 minutes long and costs are inclusive of all materials and activities. Common Ground will provide two educators to host each trip of 18 - 27 children.

2. **Amount** of Agreement and hourly or session cost:

\$270 per field trip to Common Ground

Total amount: \$3,240

3. **Funding Source** and account number: ARP ESSER 3 Carryover 25536399566940021

4. Approximate number of staff served through this program or service: 12

5. Approximate number of students served through this program or service: 200 (entire school)

6. **Continuation/renewal or new Agreement?**

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? No increase
- b. What would an alternative contractor cost: There is no alternative contractor for the on-site work provided here.
- c. If this is a continuation, when was the last time alternative quotes were requested? N/A
- d. For new or continuation: is this a service existing staff could provide. If no, why not?
No. Staff does not currently have the expertise in outdoor education and integrating

outdoor learning into the curriculum. In addition, Common Ground's unique campus offers an experience students cannot get elsewhere.

7. Type of Service:

Answer all questions:

- a. Professional Development? Yes-Although Common Ground educators primarily teach students directly, they will also model teaching outdoors for teachers.
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? Existing staff does not have the experience to model these teaching strategies
- b. After School or Extended Hours Program? No
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe)

8. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No. It is a non-profit overseen by a board of directors who represent the New Haven Community
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? Local
- d. Is the Contractor a public corporation? No
- e. Is this a renewal/continuation Agreement or a new service? Continuation
- f. If it is a renewal/continuation has cost increased? If yes, by how much? No increase
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: The Schoolyards program will build capacity among teachers, and engage students in outdoor learning.

9. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company: Common Ground is a leader in outdoor leaning and processes the skillset necessary to support and enhance practices in Schoolyards programming.
[Http://commongroundct.org/community-programs/school-garden-resource-center/](http://commongroundct.org/community-programs/school-garden-resource-center/)
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? RFQ through the Youth and Family Services division.
- c.
- d. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? N/A

- e. Who were the members of the selection committee that scored bid applications? Youth and Family Services Staff
- f. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department. N/A

10. Evidence of Effectiveness & Evaluation

Answer all questions

- a. What **specific need** will this contractor address and how will the contractor's performance be measured and monitored to ensure that the need is met? The specific need addressed is enhancing the outdoor learning experience and teaching appropriate outdoor learning with interactive, hands-on activities. Performance will be measured and monitored by student and teacher feedback.
 - b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. N/A
 - c. How is this service aligned to the District Continuous Improvement Plan? This service engages students in project-based learning through hands-on, outdoor learning experiences. The project addresses all five Overarching Goals of the Strategic Plan. Enriching outdoor experiences provide a strong foundation in early learners. This proposal utilizes highly engaging natural materials/environment and lessons to deepen teacher practice and student achievement. Interdisciplinary lessons support the development of the whole child. The service prepares students to be the next generation of leaders, innovators and problem-solvers through the development of social-emotional, critical thinking, and collaboration skills. Offering the program to all students at the school supports our commitment to equity.
11. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound because it provides a comprehensive service to our students for a relatively low cost.
12. What are the implications of not approving this Agreement? Students and staff would not be able to visit the unique campus of Common Ground, though it is so close to our school, or build skills to use outdoor learning spaces to the same depth and success and to reinforce social emotional skills in an additional setting.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Common Ground

FOR DEPARTMENT/PROGRAM:

Brennan Rogers School

This Agreement entered into on the 22nd of January, 2023 effective (*no sooner than the day after Board of Education Approval*), the 12th day of December, 2023, by and between the New Haven Board of Education (herein referred to as the “Board” and, Common Ground located at, 358 Springside Ave, New Haven, CT 06515 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$270 per field trip session (12 sessions). The maximum amount the contractor shall be paid under this agreement: Three thousand two hundred forty dollars (\$3,240). Compensation will be made upon submission of an itemized invoice which includes a detailed description of work performed and date of service.

13. **Fiscal support** for this Agreement shall be by ARP ESSER 3 Carryover grant of the New Haven Board of Education, **Account Number:** 2553-6399-56694 **Location Code:** _0021 _.

This agreement shall remain in effect from December 12, 2023 to June 30, 2024.

SCOPE OF SERVICE: Brennan Rogers students will take 12 field trips to Common Ground’s campus for outdoor learning. Field trips are 60 - 90 minutes long and costs are inclusive of all materials and activities. Common Ground will provide two educators to host each trip of 18 - 27 children.

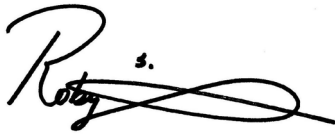
Exhibit A: Scope of Service: Please attach contractor’s detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.

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

11/22/23

Date

Date

Robyn Stewart, Schoolyards Program Manager
Contractor Printed Name & Title



NEW HAVEN PUBLIC SCHOOLS

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 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.