



NEW HAVEN PUBLIC SCHOOLS

## AGREEMENT COVER SHEET

**Cover Sheet is an Internal Document for Business Office Use**

Contractor full name: Common Ground High School, Urban Farm & Environmental Education Center

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](mailto:Robyn.stewart@commongroundct.org)

SS# OR Tax ID #: 22-3171185

Funding Source & Acct: ARP ESSER 2553-6399-56694-0008

Principal or Supervisor: Luis Menacho

Agreement Effective Dates: 11/14/23-6/30/24

Hourly rate or per session rate or per day rate.

\$17,000 Outdoor Learning Specialist two days per week on site (\$283/session)

\$5,670 21 Field Trips (\$270/session)

\$2,000 outdoor learning materials

**Total amount: \$24,670**

Description of Service: The Common Ground Schoolyards Program will support the John Martinez Sea and Sky STEM Magnet School in the collaborative design and installation of new outdoor learning and garden spaces for students in preschool through grade eight. The staff at Common Ground will provide technical support and professional development opportunities to help educators maximize outdoor learning experiences to deepen the academic and social emotional learning for students.

Submitted by: Luis Menacho Phone: 475-220-2000



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Luis Menacho (John S. Martinez)  
**Date:** 10/17/2023  
**Re:** Common Ground Schoolyards Program

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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:** Common Ground High School, Urban Farm & Environmental Education Center
2. **Description of Service:** The Common Ground Schoolyards Program will support the John Martinez Sea and Sky STEM Magnet School in the collaborative design and installation of new outdoor learning and garden spaces for students in Kindergarten through grade eight. The staff at Common Ground will provide technical support and teaching to help educators maximize outdoor learning experiences to deepen the academic and social emotional learning for students.
3. **Amount of Agreement and hourly or sessions**
  - \$17,000 Outdoor Learning Specialist two days per week on site
  - \$5,670 21 Field Trips
  - \$2,000 outdoor learning materials
  - Total amount:** \$24,670
4. **Funding Source** and account number: ARP ESSER 2553-6399-56694-0008
5. **Continuation/renewal or new Agreement?**
  - a. **Answer all questions:** new agreement
  - b. If continuation/renewal, has the cost increased? If yes, by how much? N/A
  - c. What would an alternative contractor cost: Field trips to the CT Science Museum fall in the range of \$175-\$275 per class and would require additional fees for bussing of students.
  - d. If this is a continuation, when was the last time alternative quotes were requested?
  - e. For new or continuation, is this a service existing staff could provide. If no, why not? No, staff currently have minimal expertise in this area of science and integration of outdoor learning into the curriculum. The program is designed to build internal

capacity and support this area of development empowering teachers and staff to continue outdoor learning experiences for children at school, home or in the community.

**6. Type of Service:**

- a. Professional Development?
  - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? **No**
- b. After School or Extended Hours Program? **No**
- c. School Readiness or Head Start Programs? **No**
- d. Other: (Please describe)

**7. Contractor Classification:**

- a. Is the Contractor a Minority or Women Owned Business? No
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? Yes If yes, is it local or national?  
Local
- d. Is the Contractor a public corporation? Public non-profit
- e. Is this a renewal/continuation Agreement or a new service? New
- f. If it is a renewal/continuation has cost increased? If yes, by how much? N/A
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:

Yes. The program is designed to provide authentic and engaging learning opportunities for all stakeholders, building internal capacity at the home, school, and at community level. Teachers, staff, students will be learning side by side. Demonstrations, explorations, modeling and questioning strategies will be able to be replicated in new contexts by coaches as well as classroom teaching staff. Students will develop inquiry and higher-level thinking skills that can be transferred to future learning experiences. Students will have opportunities to collaborate with their school peers in hands-on outdoor learning experiences.

**8. Contractor Selection:**

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume.

The contractor is a New Haven Public Charter School. The Schoolyards Program is a community program of Common Ground High School, Urban Farm and Education Center. The program employs certified teachers and professionals with extensive experiences in outdoor learning, school gardens, habitats, and makerspaces. Many of the staff members have led outdoor learning programs with children and adults throughout New England.

- In 2012, the Connecticut School Garden Resource Center was launched through a partnership between Common Ground and the Green Village Initiative, an organization that has started school gardening efforts across Bridgeport and Westport.
- Through a partnership with Audubon Connecticut, the U.S. Fish and Wildlife Service, and New Haven Public Schools, this work grew to include schoolyard habitats, as well as edible gardens.

- Today, the School Garden Resource Center provides professional development, infrastructure support, networking opportunities, and other resources to a network of more than a dozen New Haven Public Schools — while also supporting like-minded efforts across Connecticut.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source?  
NHPS District Resource
    - i. Contractor completed the RFQ process through Office of Youth, Family, and Community Engagement
  - c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: Christian Tabares, Arthur Edwards, Lise Rodriguez

Cost, proximity, quality of staffing, scope of services, resources and flexibility made this contractor more desirable than any alternate sources.

## 9. Evidence of Effectiveness & Evaluation

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?

This project is designed to enhance the learning experience for all Martinez students, inclusive of all students, in science as well as strengthen the teaching staff's (lead teachers, paraprofessionals, coaches, assistant teachers, and part-time assistants) instructional practices in the areas of science, social emotional learning, language arts and mathematics and how these relate to the CT Early Learning and Development Standards as well as the CT Common Core State Standards and Next Generation Science Standards.

## Goals

- Outdoor Learning: A Schoolyards educator will spend two days per week (approx 5 hours each, 60 sessions total) at John S Martinez to teach classes and assist with the maintenance of the garden area
- Outdoor Learning: Students will take field trips to Common Ground for experiential outdoor learning activities
- Capacity Building: Through participation in Outdoor Learning sessions and field trips, teachers will develop skills for teaching outdoors. Development of outdoor learning spaces will expand capacity for teaching and learning outdoors.
- Utilizing the knowledge and resources of Common Ground, the Schoolyards team will provide technical support and teaching to help John S Martinez realize the full potential of teaching outside in deepening the academic and emotional learning of students.

The contractor's performance will be evaluated using multiple measures; through student feedback, staff evaluations upon completions of sessions, and administrators' feedback.

- a. If this is a renewal/continuation service attach a copy of the evaluation or archival data that demonstrates effectiveness. N/A
- b. How is this service aligned to the District Continuous Improvement Plan?

The project addresses the goals of increasing student achievement, culture, climate as well as family and community engagement. This proposal utilizes highly engaging natural materials/environment

and lessons to deepen teacher practice, family engagement and student achievement. The project will utilize the expertise of Common Ground partners for on-site learning experiences as well as the future facilitation of family engagement. The goals are aligned to the NHPS District's Strategic Plan goal number one.

10. Why do you believe this Agreement is fiscally sound?

This agreement is fiscally sound because it has been budgeted for with the goal of enhancing students' learning in science, mathematics, and social emotional learning. This agreement is aligned to the CT Early Learning Standards, Common Core, and Next Generation Science Standards and tied directly to improved learning outcomes for students, teachers, and families. The learning connects the local natural environment and community together making it relevant and meaningful.

11. What are the implications of not approving this Agreement?

By not approving the agreement, the allotted money would be returned to the Federal government and our students would miss out on a wonderful outdoor learning opportunity.

Rev: 8/10/2020



NEW HAVEN PUBLIC SCHOOLS

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

**Common Ground High School, Urban Farm & Environmental  
Education Center**

FOR DEPARTMENT/PROGRAM:

**John S. Martinez Sea & Sky STEM Magnet School**

This Agreement entered into on the 14th day of November 2023, effective, the 14th day of November 2023, by and between the New Haven Board of Education (herein referred to as the “Board”) and, Common Ground High School, Urban Farm & Environmental Education Center located at 358 Springside Avenue, 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:

\$17,000 Outdoor Learning Specialist two days per week on site  
\$5,670 21 Field Trips  
\$2,000 outdoor learning materials  
**Total amount:** \$24,670

The maximum amount the contractor shall be paid under this agreement: twenty-four thousand, six hundred seventy dollars (\$24,670). 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 **ARP ESSER III C/O** of the New Haven Board of Education, **Account Number:** 2553-6399-56694 **Location Code:** 0008

This agreement shall remain in effect from 11/14/23-6/30/24

**SCOPE OF SERVICE:** *Please provide brief summary of service to be provided.*

The Common Ground Schoolyards Program will support the John Martinez Sea and Sky School in the collaborative design and installation of new outdoor learning and garden spaces for students in Kindergarten through grade eight. The staff at Common Ground will provide technical support and professional development to help educators maximize outdoor learning experiences to deepen the academic and social emotional learning for students.

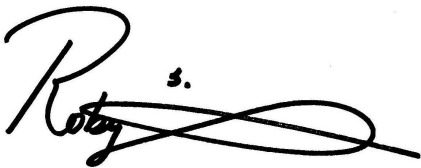
**Exhibit A: Scope of Service:** *Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.*

**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's 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

10/16/23

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Robyn Stewart, Schoolyards Program Manager, Common Ground  
Contractor Printed Name & Title

Revised: 11/27/19





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.



**Scope of Service for 2023-2024**  
*For John S Martinez Sea and Sky STEM Magnet School*  
*Delivered by the Schoolyards Program of Common Ground*

**Who We Are**

The Schoolyards Program of Common Ground supports the creation and effective use of outdoor learning spaces in schools. We believe that by using our knowledge and resources to provide professional and technical support, we can help schools realize the full potential of teaching outside in **deepening the academic and emotional learning of their students**. Our team consists of professional environmental educators with extensive experience in the field.

**Goals**

- Outdoor Learning: A Schoolyards educator will spend two days per week (approx 5 hours each, 60 sessions total) at John S Martinez to teach classes and assist with the maintenance of the garden area
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- Capacity Building: Through participation in Outdoor Learning sessions and field trips, teachers will develop skills for teaching outdoors. Development of outdoor learning spaces will expand capacity for teaching and learning outdoors.
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<u>Fall 2023</u>			
<b>What</b>	<b>When</b>	<b>Goals met</b>	<b>Cost</b>
Outdoor Learning Specialist two days per week	Fall semester	Outdoor Learning, Capacity Building	\$8,500
Ten Field Trips	Fall semester	Outdoor Learning, Capacity Building	\$2,700
Outdoor learning materials	Fall semester	Outdoor Learning, Capacity Building	\$1,000
<b>Total Fall 2023</b>			<b>\$12,200</b>



<u>Spring 2024</u>			
<b>What</b>	<b>When</b>	<b>Goals met</b>	<b>Cost</b>
Outdoor Learning Specialist two days per week	Spring semester	Outdoor Learning, Capacity Building	\$8,500
11 Field Trips	Spring semester	Outdoor Learning, Capacity Building	\$2,970
Outdoor learning materials	<u>Spring semester</u>	Outdoor Learning, Capacity Building	\$1,000
<b>Total Spring 2024</b>			<b>\$12,470</b>
<b>Total 2023-24</b>			<b>\$24,670.00</b>