



NEW HAVEN PUBLIC SCHOOLS  
**AGREEMENT COVER SHEET**

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

**Please Type**

Contractor full name: Schoolyards Program of Common Ground

Doing Business As, if applicable: N/A

Business Address: 358 Springside Ave, New Haven, CT 06515

Business Phone: 203-389-4333 Ext 1220

Business email: [robyn.stewart@commongroundct.org](mailto:robyn.stewart@commongroundct.org)

Funding Source & Acct # including location code: ARP ESSER III Carryover  
Acct# 2553-6399-56697-0013

Principal or Supervisor: Yesenia Perez

Agreement Effective Dates: From 9/11/23 To 06/30/24.

Hourly rate or per session rate, per day rate \$416.67/session  
Total amount: \$15,000.12

Description of Service: Please provide a one or two sentence description of the service. Common Ground educators will engage 285 students (PreK-4th grade) with outdoor activities in the school's outdoor learning space to support the curricular integration of outdoor learning and the inquiry process in connection with the school magnet theme.

Submitted by: Carroll Ryan Phone: 203-525-0905



NEW HAVEN PUBLIC SCHOOLS

## Memorandum

**To:** New Haven Board of Education Finance and Operations Committee  
**From:** Yesenia Perez  
**Date:** July 31, 2023  
**Re:** Schoolyards Program of Common Ground

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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:** Schoolyards Program of Common Ground
2. **Description of Service:** Provide environmental education to support implementation of outdoor learning space.
3. **Amount** of Agreement and hourly or session cost: \$15,000.12 - \$416.67/session
4. **Funding Source** and account number: ARP ESSER III Carryover Acct# 2553-6398-56697-0013
5. Approximate number of staff served through this program or service: 0
6. Approximate number of students served through this program or service: 285
7. **Continuation/renewal or new Agreement?** Renewal Agreement  
**Answer all questions:**
  - a. If continuation/renewal, has the cost increased? No If yes, by how much?
  - b. What would an alternative contractor cost: N/A
  - 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. NO If no, why not? This service requires specialized training that existing staff doesn't possess.
8. **Type of Service:**  
**Answer all questions:**
  - a. Professional Development? NO
    - i. If this is a professional development program, can the service be provided by existing staff? If no, why not?
  - b. After School or Extended Hours Program? NO
  - c. School Readiness or Head Start Programs? NO

d. Other: (Please describe) Outdoor learning education including social emotional skills.

**9. Contractor Classification:**

**Answer all questions:**

- 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 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? RENEWAL
- f. If it is a renewal/continuation has cost increased? No If yes, by how much? N/A
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:

**10. 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? Common Ground is a leader in outdoor learning and possesses the skill set necessary to support and enhance practices in Schoolyards programming. Please attach a copy of the contractor's resume if an individual or link to contractor website if a company.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? Sole Source
- c. Is the contractor the lowest bidder? N/A If no, why? Why was this contractor selected?
- d. Who were the members of the selection committee that scored bid applications? N/A
- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department.

**11. 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 will be teaching appropriate outdoor learning with interactive, hands on activities. Performance will be measured and monitored by student data collection from the outdoor environmental educator in collaboration with the classroom and magnet resource teachers.
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
- c. How is this service aligned to the District Continuous Improvement Plan? It is aligned to social studies, science, math curriculum standards including a social emotional component.

12. Why do you believe this Agreement is fiscally sound? It is fiscally sound because the school is receiving a comprehensive service plan that includes 285 students for a small amount of money.

13. What are the implications of not approving this Agreement? Students and staff would not be able to build skills to use outdoor learning spaces in connection with school magnet theme to the same depth and build/reinforce social emotional skills in an additional setting.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

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

**Schoolyards Program of Common Ground**

FOR DEPARTMENT/PROGRAM:

**John C. Daniels Magnet School of International Communication**

This Agreement entered into on the 31<sup>st</sup> day of July 2023, effective, the 11<sup>th</sup> day of September, 2023, by and between the New Haven Board of Education (herein referred to as the “Board”) and, Schoolyards Program of Common Ground located at, 358 Springside Ave, New Haven, CT 0515 (herein referred to as the “Contractor”).

**Compensation:** The Board shall pay the contractor for satisfactory performance of services required the amount of \$416.67/session and a total of \$15,000.12 per school year.

The maximum amount the contractor shall be paid under this agreement: Fifteen thousand dollars and twelve cents (\$15,000.12). 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 Carryover Grant of the New Haven Board of Education, **Account Number:** 2553-6399-56697 **Location Code:** 0013.

This agreement shall remain in effect from September 11, 2023 to June 30, 2024.

**SCOPE OF SERVICE:** *Please provide brief summary of service to be provided.* Common Ground educators will engage approximately 285 students (PreK-4th grade) with outdoor activities in the outdoor learning space to support the curricular integration of outdoor learning and the inquiry process in connection with the school magnet theme.

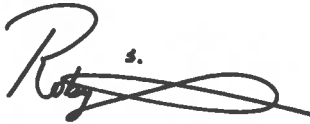
**Exhibit A: Scope of Service:** Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.

**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**. Contractors 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

7/31/23  
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.

**Scope of Service for 2023-2024**

*For John C Daniels Interdistrict School of International Communication*

*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 one full time staff member and several part-time professional environmental educators, all with extensive experience in the field.

**Goals**

- Outdoor Learning: A Schoolyards educator and assistant educator will spend one day per week at John C Daniels to teach pre-K - 4th grade classes in connection with the school magnet theme.
- Utilizing the knowledge and resources of Common Ground, the Schoolyards team will provide technical support and teaching to help John C Daniels realize the full potential of teaching outside in deepening the academic and emotional learning of students.

**Timeline**

What	When	Goals met	Cost
Outdoor Learning Specialist	Sept 2023-June 2024	Schoolyards staff will spend one day (approx five hours each) at John C Daniels each week, teaching classes in the outdoor learning space and assisting with the maintenance of the garden area	\$8,500
Early Dismissal Days	Sept 2023-June 2024	Outdoor Learning Specialist on early dismissal days	\$1,500
Assistant Outdoor Learning Specialist	Sept 2023-June 2024	Support outdoor learning	\$5,000
<b>Total</b>			<b>\$15,000</b>





# Outdoor Learning Specialists

## What is an Outdoor Learning Specialist?

An OUTDOOR LEARNING SPECIALIST is a professional outdoor educator who spends one full school day at your school each week. The educator can teach students, support teachers in using the school's outdoor spaces for lessons and activities, and maintain school gardens and outdoor learning spaces. The outdoor experiences may be curriculum-based, and/or they may address social/emotional needs, build community, incorporate play based learning, or integrate movement breaks.

## Schedule

The Outdoor Learning Specialist will visit your school on the same day each week. The school is responsible for providing a schedule of which class works with the Outdoor Learning Specialist when; the schedule should include a lunch break. Additional breaks in the teaching day can be used for consultations with teachers and for garden and outdoor learning space maintenance. Unless otherwise agreed upon, classes should meet the Outdoor Learning Specialist in the outdoor classroom space at the beginning of their scheduled time.

## Classroom Teacher Role

A classroom teacher or paraprofessional, or the Magnet Resource Teacher, will be outdoors with their students when they are working with the Outdoor Learning Specialist. The JCD teacher participates or assists with the activities. They should model good engagement for their students and assist with behavior management as necessary. The active presence of the classroom teacher helps to provide continuity and structure for students in the less-familiar learning environment and serves as a professional learning opportunity for the teacher.

The classroom teacher may choose to (but does not need to) work in conjunction with the Outdoor Learning Specialist to determine and develop appropriate activities for their students.

## Specific Student Needs

The JCD teacher is responsible for knowing the educational, emotional, and medical needs of their students, and for communicating these with the Outdoor Learning Specialist when appropriate.



## First Aid

If a student requires medical attention during a session with our Outdoor Learning Specialist, standard school procedures will be followed. The Outdoor Learning Specialist will not administer first aid to students.

## What about bad weather?

In the case of inclement weather that does not close schools, the Outdoor Learning Specialist will make a judgment as to how to proceed in consultation with the classroom teacher/school. In the case of light rain or cooler temperatures, outdoor learning may proceed as normal - in fact, special learning opportunities may be created by rain. In situations where students should move indoors, the Outdoor Learning Specialist can conduct an alternative activity in the school building. This may be in the indoor classroom or the gym/cafeteria if available.

## School closures

- School holidays are accounted for in the number of visits we expect to have at your school.
- In the case of unexpected school closures (such as snow days), our program will also be canceled. Missed instruction will not be made up.

## Emergencies

In the unlikely case of a lockdown/shelter-in-place/evacuation situation at the school, our Outdoor Learning Specialist will determine the best course of action to ensure their safety. Missed instruction will not be made up.

If your educator is out sick, another Common Ground educator may cover the program. If Common Ground needs to cancel a program for any reason (staff illness, etc.), we will work with you to try to make up the day.

## Contact

For questions and planning, you may contact your Outdoor Learning Specialist  
OR Robyn Stewart, Schoolyards Program Manager

[robyn.stewart@commongroundct.org](mailto:robyn.stewart@commongroundct.org)

203-389-4333 x1220