



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: *The Schoolyards Program of Common Ground*

Doing Business As, if applicable:

Business Address: *358 Springside Ave. New Haven, 06515*

Business Phone: *203-389-4333, ext. 1220*

Business email: *robyn.stewart@commongroundct.org*

Funding Source & Acct # including location code: *Title I Funds: 2531-0031-56694-0031.*

Principal or Supervisor: *Dianne Spence*

Agreement Effective Dates: *From 05/10/2022 To 06/30/2022*

Hourly rate or per session rate or per day rate. *\$222/session @ 22 sessions*
Total amount: *\$4884.00*

Description of Service: Please provide a one or two sentence description of the service. *Please do not write "see attached."*

The Schoolyards Program of Common Ground will build capacity among teachers for outdoor teaching and engage students in outdoor learning after school at Conte West Hills School.

Submitted by: Michele Bonanno Phone: 475-220-1331



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Diane Spence
Date: April 26, 2022
Re: The Schoolyards Program of Common Ground

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:** *The Schoolyards Program of Common Ground*
2. **Description of Service:** *The Schoolyards Program of Common Ground will build capacity among teachers for outdoor teaching and engage students in outdoor learning after school at Conte West Hills. This program will help our school realize the full potential of teaching outside, through workshops that will deepen the academic and emotional learning of our students.*
3. **Amount** of Agreement and hourly or session cost: *\$222/session, \$4,884.00*
4. **Funding Source** and account number: *Title 1 Funds, Acct # 2531-0031-56694-0031*
5. Approximate number of staff served through this program or service: *10*
6. Approximate number of students served through this program or service: *17*
7. **Continuation/renewal or new Agreement? New Agreement**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? *N/A*
 - b. What would an alternative contractor cost: *Sole source provider.*
 - c. If this is a continuation, when was the last time alternative quotes were requested?
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
This is not a service existing staff could provide. The Common Ground team consists of full-time and part-time educators, all with extensive experience in the field of outdoor education.
8. **Type of Service:**
Answer all questions:
 - a. Professional Development?
This program is intended to build capacity among teachers for outdoor teaching.

- i. If this is a professional development program, can the service be provided by existing staff? If no, why not? *This is not a service existing staff could provide. The Common Ground team consists of full-time and part-time educators, all with extensive experience in the field of outdoor education.*
- b. After School or Extended Hours Program? Yes. *This program runs after school.*
- c. School Readiness or Head Start Programs? *No*
- d. Other: (Please describe)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? *No this is not a minority or women owned business.*
- b. Is the Contractor Local? *Yes, this is a local contractor.*
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? *Yes, this is a local Not-for-Profit Organization.*
- d. Is the Contractor a public corporation? *No, this is not a public corporation.*
- e. Is this a renewal/continuation Agreement or a new service? *New service.*
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: *Yes, this agreement will contribute to building internal capabilities because of the support offered to participating teachers in utilizing our outdoor spaces in an effective manner.*

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? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company: *This contractor is dedicated to supporting the creation and effectiveness of outdoor classrooms in schools.*
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? *The contractor was selected because of their past experience with outdoor programming in many schools across the district including supporting Conte with our outdoor habitat.*
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected? *The Schoolyards Program of Common Ground is a community partner who has supported outdoor learning initiatives across the city.*
- d. Who were the members of the selection committee that scored bid applications? This partnership was discussed and approved by the schools SPMT.
- 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 Contractor will deepen the academic and social emotional learning of our students through outdoor play-based learning activities for our After- School Program. The After-School director uses survey data from students and families to evaluate the effectiveness of the program. The teacher's effective use of our outdoor spaces will also be a measurement of success.

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?
This after-school initiative aligns with Goal 3 of the District Continuous Improvement Plan.

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

We believe this Agreement is fiscally sound because the Common Ground organization has been a fixture in New Haven since the 1990's. Their community programs participation has grown tenfold since 2002 and they have expanded to include job opportunities and a high school for our New Haven students to attend.

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

The implications of not approving this agreement directly impacts our student body. The campus of Conte West Hills has ample space and potential for outdoor learning. With the expertise of the educators from Common Ground we will build a greater capacity for utilizing these outdoor spaces to their full potential. This will in turn provide our student body with the opportunity to see how outdoor learning can deepen their academic and social emotional learning.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

The Schoolyards Program of Common Ground

FOR DEPARTMENT/PROGRAM:

Conte/West Hills Magnet School

This Agreement entered into on the 9th day of May, 2022, effective (*no sooner than the day after Board of Education Approval*), the 10th day of May, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, The Schoolyards Program of Common Ground located at, 358 Springside Ave. New Haven, CT (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$222.00 per session, for a total of 22 sessions.

The maximum amount the contractor shall be paid under this agreement: Four thousand nine hundred dollars (\$4,884.00 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 **Title 1, Account Number:** 2531-0031-56694
Location Code: 0031.

This agreement shall remain in effect from May 10, 2022 to June 30, 2022.

SCOPE OF SERVICE: *In the space below, please provide brief summary of service.*

The Schoolyards Program of Common Ground supports the creation and effective use of outdoor classrooms in schools. They will provide workshops for our staff and students that will build the capacity for outdoor learning within our school community. The Environmental Educators will bring outdoor learning to our school through a seasonal series of outdoor lessons and workshops after school that supports the idea of outdoor learning. The expertise of the members of the Common Ground team will help the staff members participating in the program to integrate the use of our outdoor spaces into their curriculum and create new learning goals for the students of Conte West Hills Magnet School.

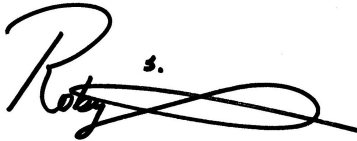
Exhibit A: Scope of Service: Please attach contractor's detailed **Scope of Service** on contractor letterhead with all costs for services including travel and supplies, if applicable.

Exhibit B: Student Data Privacy - 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'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

4/27/22

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.