

**NEW HAVEN PUBLIC SCHOOLS  
AMENDMENT TO AGREEMENT**

CONTRACTOR: Schoolyards Program of Common Ground AMENDMENT #: 1

GRANT # if applicable: \_\_\_\_\_ AGREEMENT #: 96399090

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: \_\_\_\_\_ DATE: 1-12-2023

FUNDING SOURCE FOR AGREEMENT: ARP ESSER III Carryover

ACCT # FOR AGREEMENT: **2553-900-6399-56697-0013**

ORIGINAL AMOUNT OF AGREEMENT: \$20,000.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$20,000.00

X ACTUAL OR \_\_\_\_\_ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 8,000.00


X INCREASE OR \_\_\_\_\_ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$28,000.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: ARP ESSER III Carryover #2553-900-6399-56697-0013

DESCRIPTION AND NEED FOR AMENDMENT: This amendment is to add an assistant teacher to the school program. There is a need for an assistant due to the complexity of curricular activities included in the outdoor learning classes and will markedly benefit and capitalize on teaching and learning objectives.

ALL OF THE TERMS AND CONDITIONS OF ORIGINAL AGREEMENT REMAIN IN FULL FORCE AND EFFECT

CONTRACTOR'S SIGNATURE:  1/12/23  
(Name) (Date)

Schoolyards Program Manager  
(Title)

NEW HAVEN BOARD OF EDUCATION:

\_\_\_\_\_  
President (Date)



NEW HAVEN PUBLIC SCHOOLS

**AGREEMENT COVER SHEET**

AGREEMENT NO. 96399090

**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

Funding Source & Acct # including location code: ARP ESSER III Carryover  
Program; Acct. #2553-900-6399-56697-0013

Principal or Supervisor: Tina Mitchell

Agreement Effective Dates: From 9/13/22 To 06/30/23.

Hourly rate or per session rate, per day rate \$20,000/session  
Total amount: \$20,000.00

Description of Service: Please provide a one or two sentence description of the service. Common Ground educators will engage 450 students (PreK-6th 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

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS AGREEMENT NO. 96399090

**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 15<sup>th</sup> day of August 2022, effective (no sooner than the day after Board of Education Approval), the 13<sup>th</sup> day of September, 2022, 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 \$20,000 per school year.

The maximum amount the contractor shall be paid under this agreement: Twenty thousand dollars (\$20,000.00). 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 ARP ESSER III Carryover Program of the New Haven Board of Education, **Account Number:** 2553-900-6399-56697 **Location Code:** 0013. This agreement shall remain in effect from September 13, 2022 to June 30, 2023.

**SCOPE OF SERVICE:** *Please provide brief summary of service to be provided.* Common Ground educators will engage approximately 450 students (PreK-6th 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.

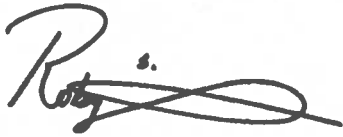
**Exhibit A: Scope of Service:** Please attach contractor's detailed Scope of Service on contractor letterhead with all costs for services including travel and supplies, if applicable.

**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.

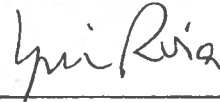
**TERMINATION:** The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through 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

8/15/22

Date



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

9/13/2022

Date

Robyn Stewart, Schoolyards Program Manager  
Contractor Printed Name & Title

Revised: 8/2021



**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.

Revised: 10/2/18



## John C. Daniels School

### Evaluation/Demonstration of Program Effectiveness Schoolyards Program of Common Ground 2021-2022

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John C. Daniels School was very satisfied with the outdoor specialist provided by the Schoolyards program and the experiential curriculum that was implemented. Learning outcomes included strengthened observation skills and an increased awareness of working with others in different spaces on varied tasks. Curricula areas covered in lesson plans included those aligned with the district social studies, science, math, social emotional learning standards.

Also, NHPS District teachers and principals were surveyed by the program coordinator at the end of the school year to get feedback on the program. Survey results are as follows:

On a scale of 1-5, with 1 being "hate it" and 5 being "love it," 83% of respondents rated the program a 5, or "loved it." All but one school wanted to have the program again next year, and that one school clarified that it was due to funding issues. 100% of respondents said that the program met their school's academic goals. 70% said that the program met their social emotional goals, and 50% of the respondents found that their goals for environmental awareness, schoolyard stewardship, and physical/mental health were met.

Respondents described benefits as including:

- Teachers were able to see beyond the classroom. Students learned observation skills.
- Socially students were more engaged. Students learned about the natural world all around them.
- Students were able to utilize space and learn about nature. It also helped students with their social emotional needs after returning to full in-person after being away from school due to pandemic.
- Kids loved it! We know outdoor learning is so important



**Scope of Service for 2022-2023**  
*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 will spend two days per week at John C Daniels to teach 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 2022-June 2023	Schoolyards staff will spend two days (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	\$17,000
Early Dismissal Days	Sept 2022-June 2023	Outdoor Learning Specialist will also teach on early dismissal and 2 hour delay days	\$3,000
<b>Total</b>			<b>\$20,000</b>





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# 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. Outdoor Learning Specialists may work with students in preK - 8th grade.

## 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.



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## 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