

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: Common Ground New Haven Ecology Project AMENDMENT #: _____

GRANT # if applicable: ESSER III AGREEMENT #: 96398058

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: ESSER III DATE: September 5, 2022

FUNDING SOURCE FOR AGREEMENT: ESSER III

ACCT # FOR AGREEMENT: 2553-6398-56694-0041

ORIGINAL AMOUNT OF AGREEMENT: \$17,000.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$17,000.00

X. ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$17,000.00 (no change)

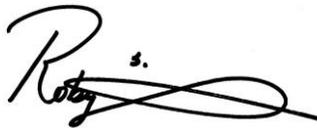
_____ INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$17,000.00

FUNDING SOURCE & ACCT # FOR AMENDMENT: 2553-6399-56694-0041

DESCRIPTION AND NEED FOR AMENDMENT: To change the funding account number from 2553-6398-56694-0041 to 2553-6399-56694-0041, with no change in funding amount

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



CONTRACTOR'S SIGNATURE: _____ 9/8/22
(Name) (Date)

Schoolyards Program Manager
(Title)

NEW HAVEN BOARD OF EDUCATION:

President (Date)



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Common Ground/New Haven Ecology Project

Doing Business As, if applicable:

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 2553-6398-56694-0041

Principal or Supervisor: Marisol Rodriguez

Agreement Effective Dates: From 09/21/2022 To 06/8/2023

Hourly rate or per session rate or per day rate.

60 days/sessions total: \$283.00 per day/session

Total amount: not to exceed \$17,000.00

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

This partnership between Common Ground and FAME will essentially create an outdoor learning space with an embedded naturalist. The Embedded Naturalist will spend two days per week at FAME supporting the use of the outdoor learning spaces, which may include teaching, professional development, and maintenance of the learning environment.

Submitted by: Marisol Rodriguez Phone: 475-220-2500





NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Common Ground

FOR DEPARTMENT/PROGRAM:

Family Academy of Multilingual Exploration

This Agreement entered into on the 1 day of August 2022, effective (*no sooner than the day after Board of Education Approval*), the 21st day of September, 2022, by and between the New Haven Board of Education (herein referred to as the "Board" and, **Common Ground** 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 total, for a total of 60 sessions.

The maximum amount the contractor shall be paid under this agreement: \$17,000. 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 Program** of the New Haven Board of Education, **Account Number:** 2553 -6398 -56694, **Location Code:** 0041.

This agreement shall remain in effect from September 21, 2022 to June 8, 2023.

SCOPE OF SERVICE: *In the space below, please provide brief summary of service.*
Common Ground educators will engage students in Kindergarten through Fifth Grade in activities in our outdoor learning space to support the curricular integration of outdoor learning and encourage collaborative work. Hands-on activities and lessons will include learning activities exploring the courtyard garden, learning about the animals and plants that live there, nature study, and engaging in collaborative learning activities. Through hands-on exploration and engagement, student engagement and collaboration will increase and use of our outdoor learning space will be embedded into the school schedule. The embedded naturalist will provide programming at FAME that includes teaching students, professional development for teachers, and maintenance of the learning environment.

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.

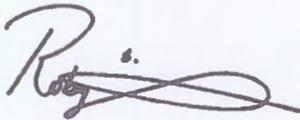
Exhibit B: Student Data Privacy - attached

Exhibit C: Contractor's Declaration Attesting to Compliance with Executive Order No. 13G – form must be completed by the contractor. See attached form for contractors who are working with students or staff in school or in after school programs, regardless of location.

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.

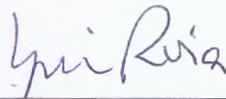
TERMINATION: The Board may cancel this agreement for any reason upon thirty (30) days' written notice sent to the Contractor by certified U.S. mail, return receipt requested; provided however, that the Board shall be responsible to the Contractor for all services rendered by the Contractor through the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

7/15/22

Date



President
New Haven Board of Education

8-1-2022

Robyn Stewart, Schoolyards Program Manager
Contractor Printed Name & Title

Revised: 9-27-21



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 2022-2023
For Family Academy of Multilingual Exploration
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 FAME to teach classes, for a total of 60 sessions; teachers will participate and learn techniques for teaching outdoors.
- **Capacity Building:** Through hands-on exploration and engagement, student engagement and collaboration will increase and use of our outdoor learning space will be embedded into the school schedule.
- **Utilizing the knowledge and resources of Common Ground,** the Schoolyards team will provide technical support and teaching to help Roberto Clemente realize the full potential of teaching outside in deepening the academic and emotional learning of students.

Timeline

Fall 2022

What	When	Goals met	Cost
Outdoor Learning Specialist	September - December 2022	Schoolyards staff will spend two days per week (approx 30 weeks) teaching classes in the outdoor learning space	\$8,500
Total Fall 2022			\$8,500

Spring 2022



What	When	Goals met	Cost
Outdoor Learning Specialist	January - June 2023	Schoolyards staff will spend two days per week (approx 30 weeks) teaching classes in the outdoor learning space	\$8,500
Total Spring			\$8,500
Total 2021-2			\$17,000

Feedback Summary
Outdoor Learning Specialist
2021-22

We surveyed teachers and principals at the end of the school year to get their feedback on the program. 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. Seventy percent said that the program met their social emotional goals, and half 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
- kids were excited about outdoor learning

Comments from respondents included:

- The program was fabulous on so many levels, especially during a pandemic. It allowed us at [school name] to use our outdoor learning spaces to enrich student learning. Our partner, [educator name], was FANTASTIC! Students and teachers built positive relationships with her. Students learned about real life science all around them. Students were excited to see flowers they planted bloom. They were able to taste things like homemade lemonade seasoned with fresh herbs. It was a valuable learning experience we'd like to continue.
- We loved that our students were able to use our outdoor space which was not being used. Students and teachers enjoyed working with [educator name]. She was amazing.
- Teachers were originally hesitant to participate in the outdoor program but when they saw how much the students enjoyed it, they gave great feedback for the program. I'm hoping next year that teachers will go outside with their own classes.
- The program was absolutely FABULOUS!!! We want the program and [educator name] back next year!