



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: New Haven Ecology Project/Common Ground

Doing Business As, if applicable:

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

Business Phone: 203-389-0823

Business email: robyn.stewart@commongroundct.org

Funding Source & Acct # including location code: ARP ESSER III Carryover; Acct.
#2553-6399-56694-0043

Principal or Supervisor: Florence Crisci

Agreement Effective Dates: From 9/13/22 To 6/16/23.

Hourly rate or per session rate or per day rate.

Total amount: \$15,000

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 support in the design, installation and curricular implementation of an outdoor learning spaces, deepening the academic and emotional learning of the students of Bishop Woods. Professional and technical support will be provided to realize the full potential of teaching outside/in

Submitted by: 

Phone: 475-220-7300



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Bishop Woods Architecture & Design Magnet School
Date: 9/14/22
Re: New Haven Ecology/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:** New Haven Ecology/Common Ground
2. **Description of Service:** Utilizing the knowledge and resources of Common Ground, makerspace design and development, professional learning, and technical support will be provided to help Bishop Woods realize the full potential of teaching outside to deepening the academic and emotional learning in all students grades K-8. As part of the makerspace development, students will play an integral role in the design process and will incorporate the entire school community in understanding concepts of spatial equity, urban planning and design, and environmental concepts of nature and design. In addition, the Schoolyards Program will conduct professional learning workshops for teachers, support the design and installation of the outdoor space, and will support the curricular integration of outdoor and leaning and the inquiry process.
3. **Amount of Agreement and hourly or session cost:** \$15,000
4. **Funding Source and account number:** ARP ESSER III Carryover Program; Acct. #2553-6399-56694-0043
5. Approximate number of staff served through this program or service: 30
6. Approximate number of students served through this program or service: 450
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much?
Continuation of service. Cost has increased due to the addition of field trips.
 - b. What would an alternative contractor cost:
There is not an alternative contractor to partner in this work with Bishop Woods.

- c. If this is a continuation, when was the last time alternative quotes were requested?
There is not an alternative contractor to partner in the work, so quotes have not been requested from other contractors. Bishop Woods has consistently worked with Common Ground to reduce cost.
- d. For new or continuation: is this a service existing staff could provide. If no, why not?
Existing staff could not provide this level of service to students. Common Ground possesses the knowledge and expertise in Outdoor Learning and offers additional programming that cannot be replicated by current staff.

8. Type of Service:

Answer all questions:

- a. Professional Development?
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not?
No. The Schoolyards Program of Common Ground supports the integration of outdoor learning through the development of the outdoor makerspace which is a unique feature specific to the Bishop Woods theme of architecture and design.
- b. After School or Extended Hours Program?
The contractor will be able to provide after school programming to Bishop Woods students.
- c. School Readiness or Head Start Programs?
Bishop Woods does not participate in School Readiness or Head Start Programs
- d. Other: (Please describe)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business?
The Contractor is overseen by a Board of Directors who represent members of the New Haven community.
- b. Is the Contractor Local?
Yes, the Contractor is local and based in New Haven.
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national?
The Contractor is a local Not-for-Profit Organization.
- 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? If yes, by how much? Cost has increased due to the additional of field trips in the scope of services.
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:

Yes, the Agreement will support the capacity of teachers to utilize the outdoors as a part of everyday instruction. Through guided professional learning opportunities and student integrated lessons, teachers will better develop meaningful and relevant lessons and units utilizing the existing and newly developed spaces at Bishop Woods.

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:
Common Ground is a leader in outdoor learning and processes the skillset necessary to support and enhance practices in schoolyards programming.
- 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? If no, why? Why was this contractor selected?
This contractor was selected because of their continued to commitment to Bishop Woods School and the students and families of New Haven. They possess the knowledge base, resources, and motivation to support outdoor learning in New Haven. No other contractors were considered for this partnership.
- 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?
Performance will be evaluated by teacher and student feedback as well as program review by the schoolwide STEM Committee. Workshops and makerspace effectiveness including levels of staff and student engagement will be monitored through surveys and a developed peer review process.
- b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
Please visit the Bishop Woods Outdoor Learning Google Site for information regarding Schoolyards implementation at Bishop Woods.
<https://sites.google.com/nhps.net/schoolyardhabitat/schoolyard-habitat-timeline>
- c. How is this service aligned to the District Continuous Improvement Plan?

This contract supports the school goals of STEM integration and Design Thinking as well as introducing and supporting project based learning through hands-on, minds-on collaborative projects and outdoor learning experiences. District goals are supported through the development of 21st century competencies including problem solving, critical thinking, and collaboration while developing the habits of mind to be ready for high school and beyond.

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

This agreement is fiscally sound because it provides a comprehensive service to the students of Bishop Woods.

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

By not approving the agreement, Bishop Woods students and staff would continue to utilize the spaces, however they would not be able to do so with the same depth to make outdoor learning as successful as it has been.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

New Haven Ecology/Common Ground

FOR DEPARTMENT/PROGRAM:

Bishop Woods Architecture & Design Magnet School

This Agreement entered into on the 16th day of June 2022, effective (no sooner than the day after Board of Education Approval), the 13th day of September, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, New Haven Ecology/Common Ground located at, 358 Springside Avenue, New Haven, CT 06516 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$15,000.

The maximum amount the contractor shall be paid under this agreement: \$15,000.
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 III Carryover Program of the New Haven Board of Education, **Account Number** 2553-6399-56694 **Location Code:** 0043.

This agreement shall remain in effect from 9/13/22 to 6/17/23.

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

***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

7/20/22

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.



Scope of Service for 2022-2023

*For Bishop Woods Architecture and Design 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 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 one day per week at Bishop Woods School to teach classes and assist with the maintenance of the garden area; teachers will participate and learn techniques for teaching outdoors.
- **Field Trips:** Each of the nineteen classes at Bishop Woods will take a field trip to Common Ground.
- **Capacity Building:** Materials to develop the outdoor learning program at Bishop Woods
- **Utilizing the knowledge and resources of Common Ground,** the Schoolyards team will provide technical support and teaching to help Bishop Woods 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/Embedded Naturalist	Sept 2022- June 2023	Schoolyards staff will spend one day (approx five hours) at Bishop Woods each week, teaching classes in the outdoor learning space and assisting with the maintenance of the garden area	\$8,500
Field Trips	Oct 2022- May 2023	Field trips to Common Ground for 19 classes	\$5,130
Materials		Outdoor learning materials to support use of outdoor learning spaces	\$1,370
Total			\$15,000