



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: New Haven Ecology Project

Doing Business As, if applicable: Common Ground Schoolyards Program

Business Address: 358 Springside Avenue 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 funds

2553-6398-56694-0038

Principal or Supervisor: Margaret Mary Gethings

Agreement Effective Dates: From August 29, 2022. To March 30, 2023

Hourly rate or per session rate or per day rate.

Total amount: \$6,537.50

Description of Service: The Common Ground Schoolyards Program will continue to support Worthington Hooker School in the installation, and curricular implementation of outdoor learning spaces that began in April 2022. The Schoolyards Program will provide professional and technical support to realize the full potential of teaching outside in deepening the academic and emotional learning of Worthington Hooker students.

Submitted by: Jenny Clarino Phone: 475-220-3700



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Margaret Mary Gethings, Principal of Worthington Hooker
Date: May 12, 2022
Re: New Haven Ecology Project/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 Project/Common Ground

Description of Service: The Common Ground Schoolyards Program will continue to support Worthington Hooker School in the installation, and curricular implementation of outdoor learning spaces that began in April 2022. The Schoolyards Program will provide professional and technical support to realize the full potential of teaching outside in deepening the academic and emotional learning of Worthington Hooker students.

2. **Amount** of Agreement and hourly or session cost:

	\$1,187.50	Design & installation of outdoor learning space improvements
	\$8000	Fifteen sessions Outdoor Learning Specialist/Embedded Naturalist on site
	\$2,700	Ten field trips to Common Ground
Total	\$6,537.50	

3. **Funding Source 2553-6398-56694- 0038**
ARP ESSER

4. Approximate number of staff served through this program or service: 25

5. Approximate number of students served through this program or service: Entire school 375

6. **Continuation/renewal or new Agreement? New**
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: There is no alternative contractor for the on-site work provided here. Field trips to an alternative location would cost approximately the same.
- 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. If no, why not? No. Staff does not currently have the expertise in outdoor education and integrating outdoor learning into the curriculum. The program is designed to build internal capacity and support development of teachers and staff to continue outdoor learning experiences.

7. Type of Service:

Answer all questions:

- a. Professional Development? Yes – Although the Outdoor Learning Specialist and Field Trip educators are primarily teaching students directly, they will also model teaching outdoors for teachers.
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? Existing staff does not have the expertise to model these teaching strategies.
- b. After School or Extended Hours Program? No
- c. School Readiness or Head Start Programs? No
- d. Other: (Please describe)

8. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No. It is a non profit overseen by a board of directors who represent the New Haven Community
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? Yes If 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? New
- 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: The Schoolyards program will develop outdoor learning spaces, build capacity among teachers and engage students in outdoor learning. WHS teachers and the Naturalist co-plan and collaborate lesson design and implementation.

9. 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.

<http://commongroundct.org/community-programs/school-garden-resource-center/>

- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department? This contractor was selected because of their continued commitment to Worthington Hooker 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.
- c. Is the contractor the lowest bidder? N/A If no, why? Why was this contractor selected? This contractor was selected because of their unique expertise in outdoor learning and continued commitment to the students and families of New Haven. They possess the knowledge and resources to support outdoor learning at Worthington Hooker School.
- 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.

10. 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 is enhancing the outdoor learning experience and 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 teachers and principal/assistant principal.
 - b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness. N/A
 - c. How is this service aligned to the District Continuous Improvement Plan? This service engages students in project-based learning through hands-on, outdoor learning experiences. The project addresses all five Overarching Goals of the Strategic Plan. Enriching outdoor experiences provide a strong foundation in early learners. This proposal utilizes highly engaging natural materials/environment and lessons to deepen teacher practice and student achievement. Interdisciplinary lessons support the development of the whole child. The service prepares students to be the next generation of leaders, innovators and problem-solvers through the development of social-emotional, critical thinking, and collaboration skills. Offering the program to all students at the school supports our commitment to equity.
11. Why do you believe this Agreement is fiscally sound? This agreement is fiscally sound because it provides a comprehensive service to our students for a relatively low cost.
12. What are the implications of not approving this Agreement? Students and staff would not be able to build skills to use outdoor learning spaces to the same depth and success and to reinforce social emotional skills in an additional setting.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

New Haven Ecology Project
d/b/a Common Ground

FOR DEPARTMENT/PROGRAM:

Worthington Hooker School

This Agreement entered into on the **12th day of May 2022**, effective (*no sooner than the day after Board of Education Approval*), the **29^h day of August 2022**, by and between the New Haven Board of Education (herein referred to as the “Board” and, Common Ground located at, 358 Springside Ave, 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 \$133.50 per Outdoor Learning Specialist session (30 sessions), \$135 per field trip (10 sessions), and \$1,187.50 for outdoor learning space design and installations. The maximum amount the contractor shall be paid under this agreement: Six thousand five hundred thirty seven dollars and 50 cents (\$6,537.50) 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: 0038**

This agreement shall remain in effect from August 29, 2022 to March 30, 2023

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

The Common Ground Schoolyards Program will continue to support Worthington Hooker School in the installation, and curricular implementation of outdoor learning spaces that began in April 2022. The Schoolyards Program will provide professional and technical support to realize the full potential of teaching outside in deepening the academic and emotional learning of Worthington Hooker students.

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'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

5/12/22

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.