



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: The Green Peacock Corporation

Doing Business As, if applicable:

Business Address: 953 Dixwell Avenue Ste 14 Hamden, CT 06514

Business Phone: 203-772-8464

Business email: thegreenpeacock67@gmail.com

Funding Source & Acct # including location code:

- ESSER II
 - o 2552-6363-56697-0009: (\$3,900.00) (Davis)
 - o 2552-6363-56697-0048: (\$3,900.00) (Celentano)
 - o 2552-6363-56697-0032: (\$2,100.00) (Wexler)

Principal or Supervisor: Gemma Joseph Lumpkin

Agreement Effective Dates: From 11/15/2022. To 06/30/2023.

Hourly rate or per session rate or per day rate.

- 1-hour session at \$150.00 for 66 sessions across (3) schools

Total amount: **\$9,900.00**

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

- The Green Peacock will service (20) students at Davis, Wexler Grant, and Celentano for a total of (60 students) for after-school programming from November 15- June 30, 2023. The Green Peacock will incorporate physical and mental health activities in the NHPS after-school programs with a focus on Zumba fitness programs, Calisthenics, Aqua Fitness, and other health, fitness, and wellness activities that promote social-emotional, and physical well-being. These activities promote the advancement of development skills, stimulate the student's minds through physical activities, and provide therapeutic healing to assure healthier habits and stronger community involvement.

Submitted by: Jubie Lopez 8-1436 Phone: 475-220-1060



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee

From: Gemma Joseph Lumpkin

Date: 10/18/2022

Re: The Green Peacock Corporation

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 Green Peacock Corporation
2. **Description of Service:** The Green Peacock will service (20) students at Davis, Wexler Grant, and Celentano for a total of (60 students) for after-school programming from November 15-June 30, 2023. The Green Peacock will incorporate physical and mental health activities in the NHPS after-school programs with a focus on Zumba fitness programs, Calisthenics, Aqua Fitness, and other health, fitness, and wellness activities that promote social-emotional, and physical well-being. These activities promote the advancement of development skills, stimulate the student's minds through physical activities, and provide therapeutic healing to assure healthier habits and stronger community involvement.
3. **Amount of Agreement and hourly or session cost:**
 - a. 1-hour session at \$150.00 for 66 sessions across (3) schools for a total of \$9,900.00
4. **Funding Source and account number:** ESSER II
 - a. 2552-6363-56697-0009: (\$3,900.00) (Davis)
 - b. 2552-6363-56697-0048: (\$3,900.00) (Celentano)
 - c. 2552-6363-56697-0032: (\$2,100.00) (Wexler)
5. Approximate number of staff served through this program or service: 0
6. Approximate number of students served through this program or service: 60
7. **Continuation/renewal or new Agreement?**

Answer all questions:

 - a. If continuation/renewal, has the cost increased? If yes, by how much?
 - i. Renewal, no cost increase
 - b. What would an alternative contractor cost:

- i. Based on local vendors, similar services range approximately from \$250-\$400 per session.
 - c. If this is a continuation, when was the last time alternative quotes were requested?
 - i. Quotes requested during 2022 RFQ process
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
 - i. No, the instructor has specific training related to the activities they will be offering to the students.

8. Type of Service:

Answer all questions:

- a. Professional Development?
 - i. No
 - ii. If this is a professional development program, can the service be provided by existing staff? If no, why not?
- b. After School or Extended Hours Program?
 - i. After School
- c. School Readiness or Head Start Programs?
 - i. No
- d. Other: (Please describe)

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business?
 - i. Yes
- b. Is the Contractor Local?
 - i. Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national?
 - i. Non-profit, local
- d. Is the Contractor a public corporation?
 - i. No
- e. Is this a renewal/continuation Agreement or a new service?
 - i. Renewal
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
 - i. No increase
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:
 - i. No

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:
 - i. The contract provides specialized programming tailored to stimulate physical activity, social skills, and therapeutic processes to promote healing and a healthier lifestyle.

- ii. <https://www.thegreenpeacock.org/>
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
 - i. RFQ
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
 - i. Yes, the contractor provides an array of activities for students at a reasonable cost.
- d. Who were the members of the selection committee that scored bid applications?
 - i. Arthur Edwards, Lysie Rodriguez, Gemma Joseph Lumpkin, Christian Tabares, Dianne Stewart, Darrell Brown, Jose Camacho.
- 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.
 - i. N/A

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?
 - i. The Green Peacock Corporations staff provides activities, which engage all students in purposeful, supportive, and meaningful physical activities that coherently support the health and well-being of students and families.
 - ii. Services will be monitored using the APT tool, which assess the overall quality of the programs staffing, staff's engagement with students and families, collaboration with NHPS staff, transitioning of students and activities offered. The evaluation team consist of the Building Leader with a team, which may consist of other NHPS staff, parents and community members. APT raters observe and score staff interactions (manner, affect, and tone of voice) with youth and families. The observers rate areas such as:
 1. Are staffs greeting students and families
 2. Transitioning of students
 3. Does the space provide appropriate room for all youth and staff,
 4. The ability of staffs to communication with youth and/or their families in their language(s).
 5. The support staff provide in assisting youth with organizing and preparing themselves to do their homework.
 6. Staffs adjustments and accommodations for students based on their experiences and needs and that
 7. Staffs use of simple reminders and redirection to support positive behaviors.
 8. Dismissal Process
- 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?

- i. The Green Peacock activities engage all students in purposeful, supportive, and meaningful physical activities that coherently support the health and well-being of students, in support of district priorities.

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

- a. This agreement represents good value for the district. The contractor's rates align with the lower scale fees for similar service providers. The program will provide enrichment programming focused on supporting healthy minds and bodies.

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

- a. Students will have fewer opportunities to participate in activities that promote mental and physical health. Families are encouraged to participate in the activities, which promotes positive and fun family engagement.

Rev: 8/2021



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

The Green Peacock Corporation

FOR DEPARTMENT/PROGRAM:

Youth Family and Community Engagement

This Agreement entered into on the 18th day of October 2022, effective (*no sooner than the day after Board of Education Approval*), the 15th day of November 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, The Green Peacock Corporation located at, 953 Dixwell Avenue Ste 14 Hamden, CT 06514 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$150 per session, for a total of 66 sessions across 3 schools.

The maximum amount the contractor shall be paid under this agreement: Nine Thousand, Nine Hundred Dollars. (\$9,900.00). 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 ESSER II **Program** of the New Haven Board of Education, **Account Number:** 2552-6363-56697 **Location Code:** 0009 (\$3,900.00). **Account Number:** 2552-6363-56697 **Location Code:** 0048 (\$3,900.00). **Account Number:** 2552-6363-56697 **Location Code:** 0032 (\$2,100.00).

This agreement shall remain in effect from 11/15/2022 to 06/30/2023.

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

- The Green Peacock will service (20) students at Davis, Wexler Grant, and Celentano for a total of (60 students) for after-school programming from November 15- June 30, 2023. The Green Peacock will incorporate physical and mental health activities in the NHPS after-school programs with a focus on Zumba fitness programs, Calisthenics, Aqua Fitness, and other health, fitness, and wellness activities that promote social-emotional, and physical well-being. These activities promote the advancement of development skills, stimulate the student’s minds through physical activities, and provide therapeutic healing to assure healthier habits and stronger community involvement.

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.

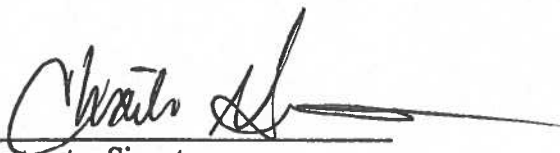
Exhibit B: Student Data Privacy - attached

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**. 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

10-14-2022
Date

Date

Chaïla Gilliams Executive Director
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.



The Green Peacock Corporation 501c3
Serving Greater New Haven, CT

953 Dixwell Avenue Hamden, CT 06514

www.thegreenpeacock.org

thegreenpeacock67@gmail.com

Chaila Gilliams 203-772-8464



August 8, 2022

Dr. Iline Tracey New Haven Public Schools Superintendent

Attention: Gemma Lumpkin and Christian Tabares – Youth, Family, and Community Engagement

New Haven Public Schools 54 Meadow Street New Haven, CT 06519

Dear Dr., Iline Tracey, Ms. Gemma Lumpkin, and Christian Tabares,

The Green Peacock Corporation, have designed and engineered programs that further develop social skills, stimulate physical activity, provide therapeutic healing, and motivates a healthier and stronger community! We remain visually aligned with the New Haven Public School district's health & wellness goals investing in our service communities by using a systematic and comprehensive approach to derive at an outline for success. As an experienced provider of fitness programs for children, families, and special populations our commitment to minimize debilitating health threats that plague our school communities allows us to be an integral part in learning as we grow.

The Green Peacock will conduct sessions consisting of Zumba Fitness; Calisthenics; Aqua Fitness; Power Stretch, and other health, fitness, & wellness activities that promote social, emotional, physical and overall good health and wellbeing. The sessions will be one-hour sessions with a rate of \$150.00/session 20 participants and \$175/session for 20 plus participants. All sessions are conducted by professional certified/licensed Zumba and Group Fitness Instructors.

Thank you for choosing The Green Peacock Corporation to be your health, physical fitness, and wellness provider and community advocate.