

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: The Green Peacock Cooperation **AMENDMENT #:** 3

GRANT # if applicable: _____ **AGREEMENT #:** 96363142

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: ESSER II **DATE:** 03/16/2023

FUNDING SOURCE FOR AGREEMENT: ESSER II

ACCT # FOR AGREEMENT: 2552-6363-56697-0009/0048/0032

ORIGINAL AMOUNT OF AGREEMENT: \$9,900.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$18,900.00

X **ACTUAL** OR _____ **ESTIMATE**

AMOUNT OF THIS AMENDMENT: \$ 4,800.00

X **INCREASE** OR _____ **DECREASE**

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 23,700.00

FUNDING SOURCE & ACCT # FOR AMENDMENT:

- ESSER II: 2552-6363-56697-0009 Davis (\$3,900.00)
- ESSER II: 2552-6363-56697-0048 Celentano (\$3,900.00)
- ESSER II: 2552-6363-56697-0032 Wexler Grant (\$2,100.00)
- Title 1 C/O: 2531-5265-56694-0444 Fair Haven (\$2,700.00)
- Title 1 C/O: 2531-5265-56694-0444 Lincoln Bassett (\$6,300.00)
- **ESSER II- 2552-6363-56697-0009 Davis (\$2,400.00)**
- **ESSER II- 2552-6363-56697-0048 Celentano (\$2,400.00)**

DESCRIPTION AND NEED FOR AMENDMENT:

- Expanding the scope of service to increase the number of sessions at Davis and Celentano from (26) sessions by an additional (16) sessions for a total of 42 sessions per site. \$150 per session, 16 sessions for a total of \$2,400.00 per site for a total increase of \$4,800.00. Increasing original funding of \$18,900.00 by \$4,800.00 for a new total of \$23,700.00

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

CONTRACTOR'S SIGNATURE: _____

(Name)

3/16/2023
(Date)

Executive Director

(Title)

NEW HAVEN BOARD OF EDUCATION:

President

(Date)

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: The Green Peacock Corporation AMENDMENT #: 2

GRANT # if applicable: _____ AGREEMENT #: 96363142

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: ESSER II DATE: 02/13/23

FUNDING SOURCE FOR AGREEMENT: ESSER II

ACCT # FOR AGREEMENT: 2552-6363-56697-0009/0048/0032

ORIGINAL AMOUNT OF AGREEMENT: \$9,900.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$18,900.00

X ACTUAL OR _____ ESTIMATE

AMOUNT OF THIS AMENDMENT: \$ 0.00

_____ INCREASE OR _____ DECREASE

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 18,900.00

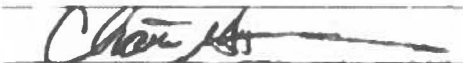
FUNDING SOURCE & ACCT # FOR AMENDMENT:

- ESSER II: 2552-6363-56697-0009 Davis (\$3,900.00)
- ESSER II: 2552-6363-56697-0046 Celentano (\$3,900.00)
- ESSER II: 2552-6363-56697-0046 Wexler Grant (\$2,100.00)
- Title 1 C/O: 2531-5265-56694-0444 Fair Haven (\$2,700.00)
- Title 1 C/O: 2531-5265-56694-0444 Lincoln Bassett (\$6,300.00)

DESCRIPTION AND NEED FOR AMENDMENT:

- This amendment will change The Green Peacock's Agreement title one account numbers for Fair Haven and Lincoln Bassett. Fair Haven will change from 2531-5208-56694-0016 to 2531-5265-56694-0444. Lincoln Bassett will change from 2531-5208-56694-0020 to 2531-5265-56694-0444. End date of services for Fair Haven and Lincoln Bassett will end on 06/09/23. There will be no change to the allocated funding amount for the agency.

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

CONTRACTOR'S SIGNATURE:  2/13/2023
(Name) (Date)

Executive Director

(Title)

NEW HAVEN BOARD OF EDUCATION:

 3/14/2023
President (Date)

**NEW HAVEN PUBLIC SCHOOLS
AMENDMENT TO AGREEMENT**

CONTRACTOR: The Green Peacock Corporation **AMENDMENT #:** 1
GRANT # If applicable: _____ **AGREEMENT #:** 96383142

ATTACH COPY OF FULLY EXECUTED AGREEMENT

GRANT NAME: ESSER II **DATE:** 12/6/22

FUNDING SOURCE FOR AGREEMENT: ESSER II

ACCT # FOR AGREEMENT: 2552-6363-58697-0009/0048/0032

ORIGINAL AMOUNT OF AGREEMENT: \$9,900.00

AMOUNT OF AGREEMENT PRIOR TO THIS AMENDMENT: \$9,900.00

ACTUAL OR **ESTIMATE**

AMOUNT OF THIS AMENDMENT: \$ 9,000.00

INCREASE OR **DECREASE**

AMOUNT OF AGREEMENT INCLUDING THIS AMENDMENT: \$ 18,900.00

FUNDING SOURCE & ACCT # FOR AMENDMENT:

- **ESSER II:** 2552-6363-58697-0009 Davis (\$3,900.00)
- **ESSER II:** 2552-6363-58697-0048 Celentano (\$3,900.00)
- **ESSER II:** 2552-6363-58697-0032 Wexler Grant (\$2,100.00)
- **Title 1:** 2531-5206-58694-0016 Fair Haven (\$2,700.00)
- **Title 1:** 2531-5206-58694-0020 Lincoln Bassett (\$8,300.00)

DESCRIPTION AND NEED FOR AMENDMENT:

- This amendment will increase the scope of service to provide (20) students at both Fair Haven and Lincoln Bassett for a total of (40) students. The Green Peacock will provide (1) session a week, for a total of 16 sessions at Fair Haven, at \$150 per session for a total of (\$2,700.00) and (2) sessions a week, for a total of 42 sessions at Lincoln Bassett, at \$150 per session for a total of (\$6,300.00). Increasing funding of \$9,900.00 by \$9,000.00 for a new total of \$18,900.00

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

CONTRACTOR'S SIGNATURE:

Chen Hs

(Name)

12/6/2022

(Date)

Executive Director

(Title)

NEW HAVEN BOARD OF EDUCATION:

Yuri Ruiz

President

1/23/2023

(Date)



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



November 21, 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 at Fair Haven School consisting of Zumba Fitness 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.

AGREEMENT# 96363142



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: Jubia Lopez 8-1436 Phone: 475-220-1060

AGREEMENT# 96363142



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

11/14/2022

Date



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.

Revised: 10/2/18



*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.

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