

MEMO

To: Finance & Operations Committee
From: Dr. Madeline Negrón, Superintendent
Date: November 14, 2023
Re: Public Good Agreement

Agreement with Public Good in the amount of \$47,575.00 to design, develop and produce creative content for the 2023 Head Start Recruitment Campaign was submitted to F&O for the August 14, 2023 meeting but withdrawn after concern was raised about the contractor selection resulting from staff not utilizing the RFQ process; contractor was selected based on past performance.

After the withdrawal, staff attempted to create an RFQ but discovered that all of the work had been completed. An internal investigation was conducted, which included a review of all invoices and emails, discussion with staff and the contractor. It was determined that:

- Contractor performed service in good faith because she was not aware that the Agreement was not approved. She responded to staff requests for content drafts and materials due to the required timelines for completion of services.
- Contractor worked for the District in the past and had applied through the RFP process last year for the Choice & Enrollment campaign, so she assumed the Agreement was approved.
- Staff were under a tight deadline and assumed, that given past practice, they could proceed with services from this contractor.
- Contractor is an approved vendor: she completed certification as a woman owned business through the City of New Haven and has been approved as a vendor. She is willing to participate in RFQ's when presented or providing quotes as requested. She also understands that under no circumstance will she perform future services unless notified that she had an approved Agreement.

Recommendations:

1. Board Request: Recommend Approval of Agreement and pay the contractor for services rendered in good faith.
2. Superintendent Action:
 - a. The department's staff will participate in training to ensure compliance with future projects.
 - b. Now that the City Charter revisions have been approved, the district will seek clarification from City Purchasing and update guidelines and internal policies to reflect those changes.
 - c. Internal process for notifying contractors of Board action on Agreements will be outlined.



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Please Type

Contractor full name: Public Good, LLC

Doing Business As, if applicable:

Business Address: 135 Seneca Road New Haven, CT 06515

Business Phone: 203-506-7040

Business email: laine@publicgood.design

Funding Source & Acct # including location code: Head Start Basic Funds 2532-5279-56694 location: 0443

Principal or Supervisor: Mary Derwin

Agreement Effective Dates: From 07/25/2023 - 06/30/2024

Hourly rate or per session rate or per day rate.

Project Management \$1250.00	Lawn Signs with stakes: \$1400.00
Postcard design and Mailing: \$7,300.00	Die Cut Door Hangers: \$785.00
Bus Advertising-Design and Display: \$15,900.00	Street Banners (2): \$2900.00
Website Update \$1925.00	Email Blasts: \$6025.00
	Billboards Design and Display-\$10,090.00

Total amount: \$ 47,575.00

Description of Service: Public Good in collaboration with NHPS Head Start will develop, design, provide production, assistance, coordination, and delivery of all the creative content for the 2023 Head Start Recruitment Campaign. Services consist of billboards, flyers, digital media, postcards for direct mailings as well as bus advertisements.

Submitted by: Mary Derwin Phone: 203-980-5065



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Mary Derwin
Date: July 10, 2023
Re: Public Good, LLC

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:** Public Good, LLC

2. **Description of Service:**

Public Good in collaboration with NHPS Head Start will develop, design, coordinate, production assistance and delivery of all the creative content for the 2023 Head Start Recruitment Campaign. Services consist of billboard design and display, recruitment flyers, digital media, post cards and direct mailings, as well as bus advertisement design and display.

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

- Bus Ad design and displays: \$15,900.00
- Postcard Mailing: \$7,300.00 (mailing lists and postage)
- Billboard Ads design and display: \$10,090.00
- Project Management \$1250.00
- Lawn Signs with stakes: \$1400.00 (design, production, and delivery)
- Door Hangers: \$785.00
- Street Banners: \$2900.00
- Email Blasts: \$6025.00
- Website Update \$1925.00

Total amount: \$47,575.00

4. **Funding Source** and account number: Head Start Basic Funds: 2532-5279-56694 location: 0443

5. **Approximate number of staff served through this service:** Outreach and registration staff will utilize these materials in their campaign- approximately 15 people

6. **Approximate number of students served through this service:** at a minimum 531

7. **Continuation/renewal or new Agreement?** New

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? We have used them in the past. This quote is twenty thousand less as we own artwork and design.
- b. What would an alternative contractor cost: 70,000 and this vendor provides comprehensive services- works with NHPS Choice and Enrollment and Program in past
- 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, NHPS does not have an advertising department

8. Type of Service:

Answer all questions:

- a. Professional Development? No
 - i. If this is a professional development program, can the service be provided by existing staff? If no, why not? N/A
- b. After School or Extended Hours Program? No
- c. School Readiness or Head Start Programs? Head Start-All students who do not meet the eligibility requirements are referred to School Readiness.
- d. Other: (Please describe)- Advertisement and communications for recruitment campaign for preschool students

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? Woman owned
- b. Is the Contractor Local? Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national? No
- 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? N/A
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: No, however the program will use the artwork developed in the past to reduce expenses.

10. Contractor Selection:

Answer all questions

- a. What specific skill set does this contractor bring to the project? If a new contractor, please attach a copy of the contractor's resume.
The contractor will be able to use creative content that was created for the 2022 recruitment drive. The contractor is a local vendor and has done work for the Program and NHPS Choice and Enrollment Office.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? Local vendor who provides comprehensive advertising services and coordinates with Vector Media, and OutFront Media
- c. Was the contract the lowest bidder? The contractor was selected because they met budget/time constraints and was a local vendor with a past relationship with the program and NHPS Choice and Enrollment Department.
- d. Who were the members of the selection committee that scored the bid applications? N/A
- e. If the contractor is a sole source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department. N/A Head Start waiver for

competitive bids on effort to expedite procurement based on enrollment needs due to pandemic (see attached)

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? This contractor will develop, design, provide production assistance, coordination, and delivery of recruitment materials for NHPS Head Start. The performance will be measured by enrollments and registration inquiries.
- 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?
The service will ensure all New Haven preschool age and income eligible children have an opportunity for a preschool experience. This vendor provides a multimedia approach to advertising for recruitment and provides camera ready design that can be printed internally.

It is directly related to Goal #1 of the NHPS Strategic Plan, Strong Foundation in Early Learning: If we assure that all students receive high quality early childhood experiences, focusing on appropriate Child Developmental Strategies, then all students will have the necessary skills to meet their personal growth targets.

- By 2024 80% of PreK-3 students with uninterrupted learning will meet or exceed grade level literacy and math benchmarks.
- By 2024 100% of students will meet or exceed grade level growth expectations.
- By 2024 100% of elementary schools and 85% of all PreK-3 classrooms will have fully implemented play-based/inquiry-based learning.

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

This agreement is sound because it is economical, budgeted for, and will advertise the Head Start message using all forms of media. The message will be able to be received by families throughout the city, targeting areas of highest need.

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

The Head Start program would remain under enrolled which could lead to the issuing of a non-compliance finding, ultimately resulting in a decrease in funding. The Head Start Program is required to meet the funded enrollment of 531 slots and document evidence of all recruitment and advertising efforts.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Public Good Design

FOR DEPARTMENT/PROGRAM:

NHPS Head Start Program

This Agreement entered into on the 24th day of July 2023, effective (*no sooner than the day after Board of Education Approval*), the 25th day of July, 2023, by and between the New Haven Board of Education (herein referred to as the "Board" and, Public Good Design located at, 135 Seneca Road, New Haven, CT.

Compensation: The Board shall pay the contractor for satisfactory performance of services required in the amount of \$47,575.00.

The maximum amount the contractor shall be paid under this agreement: Forty-five thousand, five hundred seventy-five dollars (\$47,575.00). 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 the Head Start Program of the New Haven Board of Education, Head Start Basic funds, **Account Number:** 2532-5279-56694 location: 0443

This agreement shall remain in effect from July 25, 2023, to June 30, 2024.

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

- Bus Ad design and displays: \$15,900.00
- Postcard Mailing: \$7,300.00 (mailing lists and postage)
- Billboard Ads design and display: \$10,090.00
- Project Management \$1250.00
- Lawn Signs with stakes: \$1400.00 (design, production, and delivery)
- Door Hangers: \$785.00
- Street Banners: \$2900.00
- Email Blasts: \$6025.00
- Website Update \$1925.00

- Total amount: \$47,575.00

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

7-11-23
Date

Date

Alaina (Laine) Driscoll, Principal
Contractor Printed Name and 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.

Revised: 10/2/18

ESTIMATE



Public Good, LLC
15 James St
New Haven, CT 06513

laine@publicgood.design
+1 (203) 506-7040
www.publicgood.design

Head Start New Haven

Bill to

Head Start New Haven
54 Meadow St.
3rd Floor
New Haven, Connecticut 06519
United States

Estimate details

Estimate no.: 1027
Estimate date: 07/05/2023

Product or service	Amount
1. Bus Displays BUS DISPLAY ADS: King-size bus ads for advertising Open House and Application Period information on city busses. 2 unique bus ads or additional ads as needed. Design and display of ads on 12 busses to run throughout New Haven.	1 unit × \$15,900.00 \$15,900.00
2. Postcard Mailing OUTREACH: Postcard mailer design & EveryDoorDirect mailing list purchase for 30000 homes to advertise to targeted households with children in the neighborhoods specified. Postage for the mailing.	1 unit × \$7,300.00 \$7,300.00
3. Billboard Ads BILLBOARD ADS: Advertisements for display on vinyl billboards in the neighborhoods of Hill, Dixwell and Fair Haven within New Haven's target neighborhoods. 2-unique billboards created and emailed to provider. Design and display of billboard ads.	1 unit × \$10,090.00 \$10,090.00
4. Project Management PROJECT MANAGEMENT: Management of information gathered from among all vendors.	1 unit × \$1,250.00 \$1,250.00
5. Website Update WEBSITE: Updates and new integrations to the website including but not limited to new NHPS photography and new Head Start text to describe programming, contact us email box, . Link directly to the application via NHPS website. Spanish version of entire page. Update site from Joomla V3 to Joomla V4 in compliance with web standards. Update application and flyer.	1 unit × \$1,925.00 \$1,925.00
6. Lawn Signs w/ Stakes LAWN SIGNS: Lawn signs with step stakes. English and Spanish language. Large Size: 16" x 24" with metal step stakes. Qty: 132 total.	1 unit × \$1,400.00 \$1,400.00
7. Door Hangers DOOR HANGERS: Die cut door hangers printed on sturdy stock. Size: 3.5x8.5. Qty: 2500	\$785.00
8. Street-Banners STREET BANNERS: Tough-grade outdoor vinyl street banners. Size 3' x 30'. To be hung at Grand Avenue and Whalley Avenue.	2 units × \$1,450.00 \$2,900.00

9. **EmailBlasts**

1 unit × \$6,025.00

\$6,025.00

E-BLASTS + SUBSCRIPTION SERVICE: 4-email blasts per month for 4-months (16 total). Design and management of blasts through subscription service. Creation of a beautiful email template. Each email lovingly written and crafted with all the latest news and details - newsletter-style - for subscribers. Full service software package.

Total

\$47,575.00