



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Phoenix Press, Inc.

Doing Business As, if applicable:

Business Address: 15 James Street, New Haven, CT 06513

Business Phone: 203 865 5555 x 123

Business email: bdriscoll@phoenixpressinc.com (Brian Driscoll)

SS# OR Tax ID #:

Funding Source & Acct # including location code: Head Start Carry Over Fund
2532-6326-56694 location code: 0443

Principal or Supervisor: Mary Derwin

Agreement Effective Dates: From 05/10/2022 - 06/30/2022

Hourly rate or per session rate or per day rate.

Every Door Direct Postcard: 6x9 Qty 30000: \$4,065

Head Start Large Posters: 12x18 Poster Qty 200: \$2336

Head Start Flyers: 8.5 x11 2000: \$495

Total: \$6,896

Description of Service:

Phoenix Press will produce and mail Every Door Direct Postcard Mailing Campaign to 30,000 New Haven homes in three targeted areas, as well as the printing of recruiting materials for Head Start registration and enrollment drive.

Submitted by: Mary Derwin

Phone: 203-980-5065

PLD
4/1/22



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Mary Derwin
Date: March 29, 2022
Re: Phoenix Press Agreement

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:** Phoenix Press
2. **Description of Service:** Phoenix Press will produce and mail Every Door Direct Postcard Mailing Campaign to 30,000 New Haven homes in three targeted areas, as well as the printing of recruiting materials for Head Start registration and enrollment drive.
3. **Amount of Agreement and hourly or session cost: Total \$6,896**
 - Every Door Direct Postcard: 6x9 Qty 30000: \$4065
 - Head Start Large Posters: 12x18 Poster Qty 200: \$2336
 - Head Start Flyers: 8.5 x11 2000: \$495
4. **Funding Source** and account number: Head Start Carry Over Grant; 2532-6326-56694 Location code: 0443
5. **Approximate number of staff served through this service:** 0
6. **Approximate number of staff served through this service:** at a minimum 531
7. **Continuation/renewal or new Agreement?**
 - Answer all questions: New**
 - a. If continuation/renewal, has the cost increased? If yes, by how much? N/A
 - b. What would an alternative contractor cost: more costly
 - 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 and marketing 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?
- b. After School or Extended Hours Program? No
- c. School Readiness or Head Start Programs? Head Start Program, but any children not eligible for Head Start are referred to School Readiness
- d. Other: (Please describe) Printing for communications and marketing for Head Start recruitment campaign

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business? No
- 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, NHPS does not have a marketing department. Some items will be able to be duplicated and printed internally as well.

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. Phoenix Press can quickly print the large quantity of mailings necessary to increase Head Start enrollment to the funded amount of 531 children.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? N/A
- 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 program and NHPS Choice and Enrollment Department. Procurement constraints waived by Head Start.
- 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. Head Start procurement waiver 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?

Contractor will be able to complete the needed postcards in a timely manner. The deadline for full enrollment is October 1, 2022. The contractor's performance will be reviewed by the Directors of Early Learning and Head Start.

- 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. 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.
- Why do you believe this Agreement is fiscally sound? This agreement is sound because it is economical, budget affordable, and will advertise the Head Start message. Message will be able to be received by families throughout the city using a multimedia approach.

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

This Agreement is fiscally sound because it has been appropriately budgeted for using the Head Start Basic Carry Over Grant funds.

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

The Head Start program could 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

Phoenix Press, Inc.

FOR DEPARTMENT/PROGRAM:

NHPS Head Start Program

This Agreement entered into on the 9th day of May 2022, effective (no sooner than the day after Board of Education Approval), the 10th day of May 2022, by and between the New Haven Board of Education (herein referred to as the "Board") and, Phoenix Press, Inc. located at, 15 James Street New Haven, CT 06513 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$6,896 per production for a total of 30,000 pieces of material

The maximum amount the contractor shall be paid under this agreement: six thousand eight hundred ninety-six dollars (\$6,896). 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 Head Start **Program** of the New Haven Board of Education, Head Start Carry Over Grant; 2532-6326-56694 Location code: 0443

This agreement shall remain in effect from May 10, 2022, to June 30, 2022.

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

Every Door Direct Postcard: 6x9 Qty 30000: \$4,065
Head Start Large Posters: 12x18 Poster Qty 200: \$2,336
Head Start Flyers: 8.5 x11 2000: \$495

Phoenix Press will produce and mail Every Door Direct Postcard Mailing Campaign to 30,000 New Haven homes in three targeted areas. As well as printing of recruiting materials for Head Start recruitment drive.

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.*

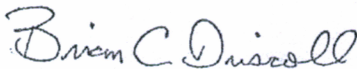
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4/1/22

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

3/30/22

Date

Date

Brian C. Driscoll

Contractor Printed Name & Title
Revised: 8/2021



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.