



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: NBC Universal, LLC

Doing Business As, if applicable: NBC Connecticut

Business Address: 100 Universal City Plaza, Universal City, CA 91608

Business Phone: 860-471-0239

Business email: Melonie.conarte@nbcuni.com

SS# OR Tax ID #: 273526824

Funding Source & Acct # including location code: Magnet 17-22 Central Office,
2517-6251-56694-0000

Principal or Supervisor: Marquelle Middleton

Agreement Effective Dates: From 12/14/20 To 04/30/21

Hourly rate or per session rate or per day rate: Package includes 50x (:30) Brand Spots;
40x (:30) Brand Spots; 2x (2-5min) CT Live! Segments; 30,000 Pre-roll Impressions;
50,000 Targeted Video Impressions.

Total amount: 17,990.25

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

NBC will provide a complete informational layout with the Choice & Enrollment Director and Superintendent addressing the NHPS accomplishments and goals (with spot times and impressions delivered on-air and on-line), ensuring all families that a New Haven education is a great education. Commercials will air throughout the months of December, January and February.

Submitted by: *Melanie Lutz* Phone: *8-1436*



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Marquelle Middleton
Date: November 23, 2020
Re: NBC Universal 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:** *NBC Universal, LLC*
2. **Description of Service:** *NBC will provide a complete informational layout with the Choice & Enrollment Director and Superintendent addressing the NHPS accomplishments and goals (with spot times and impressions delivered on-air and on-line), ensuring all families that a New Haven education is a great education. Commercials will air throughout the months of December, January and February.*
3. **Amount of Agreement and hourly or session cost:** *\$17,900.25 Package includes 50x (:30) Brand Spots; 40x (:30) Brand Spots; 2x (2-5min) CT Live! Segments; 30,000 Pre-roll Impressions; 50,000-Targeted Video Impressions.*
4. **Funding Source and account number:** *Magnet 17-22 Central Office Program; 2517-6251-56694-0000.*
5. **Continuation/renewal or new Agreement?** *Continuation*
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much? *No, decreased.*
 - b. What would an alternative contractor cost: *A substantial amount.*
 - c. If this is a continuation, when was the last time alternative quotes were requested? *2020*
 - d. For new or continuation: is this a service existing staff could provide. If no, why not? *No, we do not have access to a Communications Dept.*
6. **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?
 - c. School Readiness or Head Start Programs?
 - d. Other: (Please describe)

7. 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? *Yes.*
- e. Is this a renewal/continuation Agreement or a new service? *Continuation.*
- f. If it is a renewal/continuation has cost increased? If yes, by how much? *No, decreased.*
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: *No.*

8. 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. *Broadcasting the Choice lottery and process, ensuring that all students throughout the district is well informed of the educational opportunities in New Haven and suburbs. Families will be able to receive all information about the enrollment process.*
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? *Quote.*
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: *Contractor was selected because quote was within budget requirements; other vendors could not meet budget requirements and targeted audience.*

9. 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 provide day to day aired activity and account of impressions that will be viewed daily.*
 - 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? *To create a more diverse educational environment. Reaching students throughout the district including the suburban areas.*
10. Why do you believe this Agreement is fiscally sound? *Because it is economically, budget affordable and will advertise the Choice message. Message will also reach families without internet and television access.*
11. What are the implications of not approving this Agreement? *the implications if the Magnet Schools Lottery process was not broadcasted throughout our District and the suburbs, there will be a significant smaller amount of information provided to the community resulting in fewer students/families not educated about the opportunities of Magnet schools choices.*



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

NBC Universal, LLC

FOR DEPARTMENT/PROGRAM:

New Haven Magnet Schools Program

This Agreement entered into on the 12th day of November, 2020, effective (*no sooner than the day after Board of Education Approval*), the 14th day of December, 2020, by and between the New Haven Board of Education (herein referred to as the "Board" and, NBC Universal, LLC located at, 100 Universal City Plaza, Universal City, CA 91608 (herein referred to as the "Contractor").

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$17,990.25/package. Package includes 50x (:30) brand spots; 40x (:30) brand spots; 2x (2-5min) CT Live! Segments; 30,000 Pre-roll impressions; 50,000 targeted video impressions.

The maximum amount the contractor shall be paid under this agreement: Seventeen thousand nine hundred ninety-nine dollars and twenty-five cents (17,990.25). 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 **Magnet 17-22 Central Office Program** of the New Haven Board of Education, **Account Number: 2517-6251-56694 Location Code: 0000.**

This agreement shall remain in effect from December 14, 2020 to April 30, 2021.

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

NBC will provide a complete informational layout with the Choice & Enrollment Director and Superintendent addressing the NHPS accomplishments and goals (with spot times and impressions delivered on-air and on-line), ensuring all families that a New Haven education is a great education. Commercials will air in both English and Spanish throughout the months of December, January and February.

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'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

11/19/20

Date

Date

Melanie Conde Account Executive

Contractor Printed Name & Title

Revised: 11/27/19



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.



NEW HAVEN InterDistrict Magnet Schools

To: _____
 Agency: _____
 Advertiser: NEW HAVEN PUBLIC SCHOOLS
 Product: _____
 Estimate #: _____
 Plan Dates: 12/7/2020 - 2/28/2021

Author: Melonie Canarte

Salesperson: Melonie Canarte
 Station: WVIT
 Office: _____
 Phone #: _____
 Email: melonie.canarte@nbcuni.com
 Fax #: _____
 Demo: DMA P35-54 D.RTG

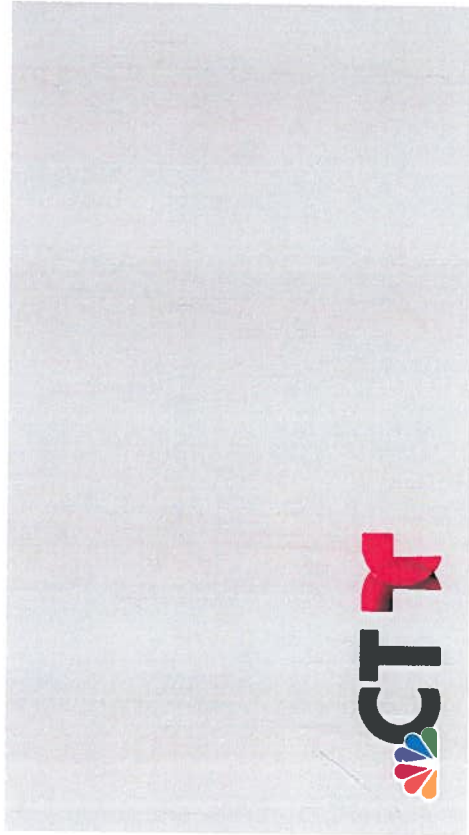
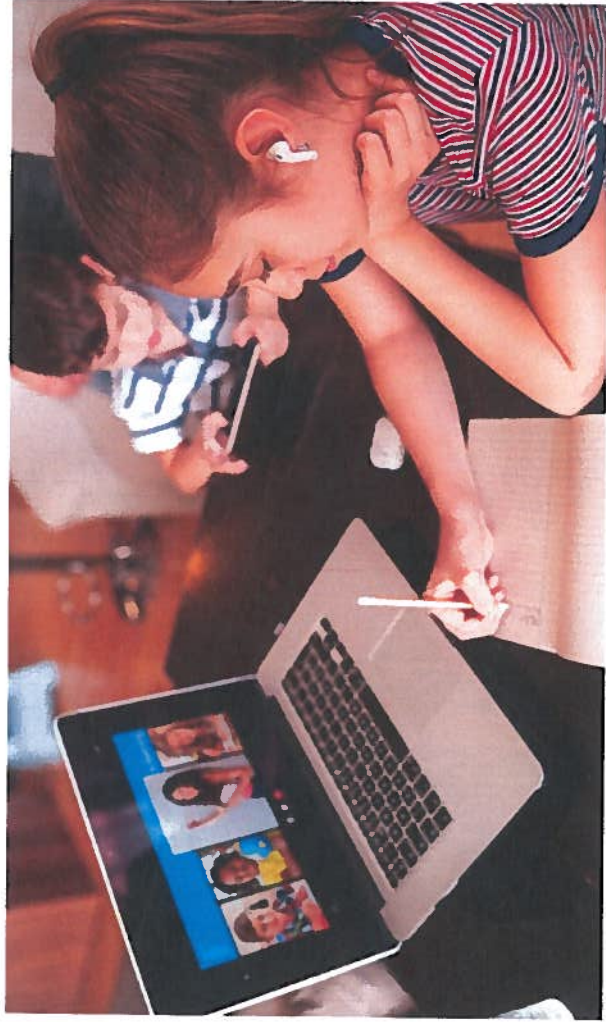
Station	Time	Days	Program Name	Length	Rate	DE	DE	JA	JA	JA	JA	FE	FE	FE	FE	#	Total	P35-54 RTG	P35-54 CPP
WVIT	5:00a-6:00a	Mo-Fr	NBC CT NEWS (5-6A)	:30	\$125.00	0	1	1	0	1	0	1	0	1	0	5	\$625.00	0.4	\$312.50
WVIT	4:00p-5:00p	Mo-Fr	NBC CT NEWS AT 4P	:30	\$175.00	0	2	1	1	1	0	1	0	1	0	8	\$1,400.00	0.6	\$291.67
WRDM	5:30p-6:00p	Mo-Fr	NOTC TLMD-NVA INGLTRA - 5:30PM	:30	\$50.00	0	1	1	0	1	0	1	0	1	0	5	\$250.00	0.3	\$166.67
WRDM	6:00p-6:30p	Mo-Fr	NOTC TLMD-NVA INGLTRA - 6PM	:30	\$60.00	0	1	1	0	1	0	1	0	1	0	5	\$300.00	0.4	\$150.00
WRDM	6:30p-7:00p	Mo-Fr	NOTICIAS TELEMUNDO 630PM	:30	\$65.00	0	1	1	0	1	0	1	0	1	0	5	\$325.00	0.4	\$162.50
WRDM	7:00p-9:00p	Mo-Fr	EL DOMO DE DINERO	:30	\$100.00	0	2	1	1	0	1	0	1	0	1	7	\$700.00	0.5	\$200.00
WRDM	11:00p-11:35p	Mo-Fr	NOTC TLMD-NVA INGLTRA - 10PM	:30	\$75.00	0	2	1	1	1	2	1	1	1	1	11	\$825.00	0.1	\$750.00
WVIT	5:00a-2:00a	Mo-Su	NBC Prime OTT	:30	\$5,000.00	1	-	-	-	-	-	-	-	-	-	1	\$5,000.00	0.9	\$5,555.56
WVIT	5:00a-2:00a	Mo-Su	PREROLL	:30	\$4,000.00	1	-	-	-	-	-	-	-	-	-	1	\$4,000.00	0.9	\$4,444.44
WVIT	5:00a-2:00a	Mo-Su	CT Live	2:00	\$2,000.00	1	-	-	-	-	1	-	-	-	-	2	\$4,000.00	0.9	\$2,222.22
WVIT	11:30p-12:30a	Thu	NBC'S NEW YEARS EVE SPECIAL	:30	\$1,700.00	-	1	-	-	-	-	-	-	-	-	1	\$1,700.00	1.0	\$1,700.00
WVIT	11:30p-1:00a	Thu	CHRISTMAS EVE MASS	:30	\$150.00	-	1	-	-	-	-	-	-	-	-	1	\$150.00	0.8	\$187.50
WRDM	8:00a-10:30a	Sat	KIDS PROGRAMMING	:30	\$150.00	0	1	2	2	2	1	1	1	1	1	11	\$165.00	0.2	\$75.00
WVIT	5:30a-6:00a	Sun	NBC CT NEWS SUN @ 530AM	:30	\$100.00	0	0	1	1	1	1	0	1	0	1	5	\$500.00	0.2	\$500.00
WVIT	6:00a-7:00a	Sun	NBC CT NEWS SUN @ 6AM	:30	\$175.00	0	1	1	1	1	1	0	1	0	1	7	\$1,225.00	0.8	\$218.75
FLIGHT TOTALS						13	4	13	11	7	10	6	7	5	7	90	21,165	\$30.70	\$437.60

Multi-Demo Summary									
Name	Spots	Gross	Net	GRPs	Impressions	CPP	CPM	Reach	Freq
DMA P35-54	90	\$21,165.00	\$17,990.25	32.5	347.3	\$437.60	\$78.25	44.1	3.2
								13.8	142,317



NEW HAVEN INTERDISTRICT MAGNET SCHOOLS

Pre-School ~ K-8 ~ Middle ~ High School





The 2020-2021 Open Lottery Enrollment is going to look a little different.

2021 School Choice Expo- The Virtual Experience with NBC and Telemundo



CAMPAIGN ELEMENTS:

- 50x (:30) brand spots to air in a high frequency rotation across NBC.
- 40x (:30) brand spots to air in a high frequency rotation across Telemundo CT.
- 2x (2-5min) CT Live! segments featuring 2 Magnet Schools and one interview with a representative from the Inter-District committee. Segments will live on the lifestyle sections of NBCCT or and will be boosted on Facebook and Instagram to reach parents with school age children in the surrounding towns.
- 30,000 Pre-roll Impressions featuring (:30) brand spot to serve across NBC CT's digital platforms in advance of video news content
- 50,000 Targeted Video Impressions- reaching parents/caretakers of school-age children within the surrounding assigned zip codes.



Investment

Gross: \$21,165

Net: \$17,990.25

