



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: Connecticut Public Broadcasting, Inc. (NPR)

Doing Business As, if applicable:

Business Address: 1049 Asylum Avenue, Hartford, CT 06105

Business Phone: 860-275-7284

Business email: bhennessey@ctpublic.org (Robert Hennessey)

SS# OR Tax ID #: 06-0758938

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: (Per Package) Package includes 12 week Sponsorship Program that includes Radio: Fixed position "Where We Live" 4x's/week Monday, Tuesday, Thursday, Friday; (10) 15-second tune-in promos; (2) 15-second BTA's. Web: 300-250 Banner on WNPR.org and CPTV.org for 2 months (N/C)

Total amount: \$7,500

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

CT Public Broadcasting (NPR) will broadcast NHBOE/Choice process on WNPR radio in order to drive families to the BOE website and Application/Open House process.

Submitted by: Julie Gigg 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: CT Public Broadcasting 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:** *Connecticut Public Broadcasting, Inc.*
2. **Description of Service:** *CT Public Broadcasting (NPR) will broadcast NHBOE/Choice process on WNPR radio in order to drive families to the BOE website and Application/Open House process.*
3. **Amount of Agreement and hourly or session cost:** *\$7,500 (total package) Package includes 12 week Sponsorship Program that includes Radio: Fixed position "Where We Live" 4x's/week Monday, Tuesday, Thursday, Friday; (10) 15-second tune-in promos; (2) 15-second BTA's. Web: 300-250 Banner on WNPR.org and CPTV.org for 2 months (N/C)*
4. **Funding Source and account number:** *Magnet 17-22 Central Office, 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? *\$300*
 - 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: *No.*
 - a. Professional Development?
 - 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? *\$300*
- 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. *Advertising the Choice 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 of 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.*

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 be evaluated by an in office survey. Contractor will communicate with office administrator of any changes or updates recorded on radio. Recruitment Coordinator will view advertisements weekly.*
 - 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 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 school choices.*



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Connecticut Public Broadcasting, Inc. (NPR)

FOR DEPARTMENT/PROGRAM:

New Haven Magnet Schools Program

This Agreement entered into on the 16th 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, Connecticut Public Broadcasting, Inc. (NPR) located at, 1049 Asylum Avenue, Hartford, CT 06105 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$7,500 per package. Package includes 12 Week Sponsorship Program that includes Radio: Fixed position “Where We Live” 4x’s/week Monday, Tuesday, Thursday, Friday; (10) 15-second tune-in promos; (2) 15-second marketing spots; (6) 15-second BTA’s. Web: 300-250 Banner on WNPR.org and CPTV.org for 2 months (N/C).

The maximum amount the contractor shall be paid under this agreement: Seven thousand five hundred dollars (**\$7,500**). 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.*

CT Public Broadcasting, Inc. (NPR) will broadcast NHBOE/Magnet Schools application on WNPR radio over 12 weeks in order to drive families to the BOE’s website and Application/Virtual Open House process. CT Public Broadcasting will air a Fixed position to run for 12 weeks, (10) 15-second promos and (2) 15-seconds marketing spots as well as the Web Banner that will run for 2 months.

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

11/24/20

Date

Date

Meg S-Kellarides, CFO

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.



Connecticut Public Radio's Top-Rated Local News Show



Hosted by:
Lucy Nalpathanchil

**WHERE
WE
LIVE**

Broadcast Schedule:

- Monday, Tuesday, Thursday, and Friday at 9 a.m. and 7 p.m.
- On-demand at **WNPR.org**
- Podcasts

Where We Live is a one-hour, interactive program that explores the important issues and ideas that affect where, how and why people live in Connecticut – and how Connecticut fits into a global society.

Hosted by veteran journalist *Lucy Nalpathanchil*, *Where We Live* features insightful conversation from elected officials, authors, scientists, fine artists and more. Listeners are encouraged to call in and join the conversations on a wide array of topics from immigration and education to workplace and family issues. *Where We Live* also explores the latest scientific research, changes in the health care system and how the effects of worldwide events impact us our state.

The local public radio broadcast and the online platforms allow audiences to engage with informative content in Connecticut and across the globe.



Sponsorship Elements

12-Week Sponsorship Program

Radio

- Fixed position, sponsor identification (ID) around 9 a.m. *Where We Live*, 4x's per week (Monday, Tuesday, Thursday, Friday) for 12 weeks.
Total: 48 sponsor IDs
- Ten (10) 15-sec tune-in promos per week for 12 weeks, w/ sponsor ID.
Total: 120 tune-in promos
- Two (2) 15-second marketing spots per week for 12 weeks, adjacent to the 9 a.m. show.
Total: 24 NH Public Schools marketing spots
- Six (6) 15-second BTA's for 12 weeks
Total: 72 BTA NH Public Schools marketing spots
Grand Total: 96 NHPS marketing spots (8 spots per week)

Web

300x250 ROS Banner on WNPR.org and CPTV.org
for 2 months of choice at N/C

Sponsorship Investment: \$7,500 Net





Recommended Schedule

12-Week Flight - TBD

Radio

Week #1:

Week #2:

Week #3:

Week #4:

Week #5:

Week #6:

Week #7:

Week #8:

Week #9:

Week #10:

Week #11:

Week #12:

Web:

Select 2 months of choice