



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

Cover Sheet is an Internal Document for Business Office Use

Please Type

Contractor full name: Outfront Media

Doing Business As, if applicable: N/A

Business Address: 50 Mitchell Dr. New Haven CT Suite 105

Business Phone: (203) 985-0430

Business email: jennifer.verraneault@outfrontmedia.com

SS# OR Tax ID #:

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

Principal or Supervisor: Pamela Augustine Jefferson

Agreement Effective Dates: From 4/12/2021 To 06/30/2021

Hourly rate or per session rate or per day rate.

- 4 billboards from April 2021 through August 2021 \$5,280
- One time production cost of \$600

Total amount: \$5,880

Description of Service:

Please provide a one or two sentence description of the service.

New Haven Public Schools Head Start is contracting with Outfront media to highlight our program via billboards.

Submitted by:  Phone: 203-623-0961



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Head Start
Date: March 1, 2021
Re: Outfront Media 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:** Outfront Media
2. **Description of Service:** Outfront Media will design and advertise the New Haven Public Schools Head Start Program via billboards in strategic New Haven neighborhoods. These neighborhoods are Newhallville, the Hill Section and the Fair Haven area.
3. **Amount of Agreement and hourly or session cost:** \$5,880 for 3 billboards from April 2021 through August 2021

Funding Source and account number: Head Start 2532-5279-56694 location: 0443

4. **Continuation/renewal or new Agreement?**

Answer all questions:

- a. If continuation/renewal, has the cost increased? If yes, by how much? No
- b. What would an alternative contractor cost: N/A
- c. If this is a continuation, when was the last time alternative quotes were requested?
- d. For new or continuation: is this a service existing staff could provide. If no, why not? No we do not have a communications department.

5. **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
- d. Other: (Please describe)

6. 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? New service
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain: No this is a skill that Outfront Media possesses.

7. 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. Outfront Media own and maintain billboards throughout the New Haven area. The company will put up the billboard and maintain it for the duration of the contract.
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source? N/A
- c. Please describe the selection process including other sources considered and the rationale for selecting this Contractor: The bid is under \$10,000

8. 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? The contractor will support NHPS Head Start in its recruiting efforts to fully enroll the program. The program is currently on an enrollment plan with the Regional One Head Start office for under enrollment.
- 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? This service is aligned in an effort to enroll all eligible preschool age children into the Head Start program. Children that do not meet the Head Start income guidelines will be referred to NHPS readiness preschool program.

9. Why do you believe this Agreement is fiscally sound? The proposal is economically, budget affordable and will advertise the Head Start program. Message will also reach families without internet and television services.

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

We may not meet our enrollment goals and face losing funding.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Outfront Media

FOR DEPARTMENT/PROGRAM:

Head Start

This Agreement entered into on the 3rd day of March 2021, effective (no sooner than the day after Board of Education Approval), the 12th day of April, 2021 by and between the New Haven Board of Education (herein referred to as the “Board” and, Outfront Media located at, 50 Mitchell Drive New Haven CT (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$5,880 for 4 billboards

The maximum amount the contractor shall be paid under this agreement: five thousand two hundred and eighty dollars (\$5,880). 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 NHPS Head Start **Program** of the New Haven Board of Education, **Account Number:** Head Start 2532-5279-56694 location: 0443

This agreement shall remain in effect from April 12, 2021 to June 30, 2021.

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

- 3 billboards in key recruitment locations in the city : \$5,280
 - Fair Haven
 - Hill Section
 - Newhallville
- One time production cost: \$600

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

3/3/21
Date

Date

Jennifer Verraneault



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