

# ITEMS FOR DISCUSSION AND ACTION STUDENT AFFAIRS, MARKETING, AND ENROLLMENT

June 17, 2021

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**ACTION:** **Approve Clark Creative Group Contract for Wayne State College**

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Board Policy 7015 requires that all contracts in excess of fifty thousand dollars (\$50,000) be approved by the Board. In accordance with this policy, Wayne State is requesting approval to enter into a Contract for Services with Clark Creative Group for radio, television, and digital advertising placement and monitoring services in the amount of \$355,000.

A formal bid or Request for Proposal (RFP) process is not required for such contracts consistent with Board Policy 7010 which establishes approved exceptions to the bidding process that include "emergency and sole source purchases with proper approval, advertising, software licensing renewals and software/hardware maintenance agreements, purchase from a previously competitively bid government or multi-state compact contract, including other state colleges and higher education institutions, or when the process has been established by the federal General Services Administration.

This advertising will run from August 30, 2021 through December 17, 2021 and January 17, 2022 through May 13, 2022. Previously Clark Creative Group provided creative services and advertising placement for the Nebraska State Colleges in 2016-2017; and provided Wayne State with advertising placement and monitoring services in 2017-2018, 2018-2019, 2019-2020, and 2020-2021.

The System Office and Wayne State College recommend approval of the Clark Creative Group Contract for Wayne State College.

**ATTACHMENTS:**

- WSC Clark Creative Contract (PDF)

***Note: Contracts for Services are public records which are generally subject to statutory public disclosure and public website posting requirements.***

## **CONTRACT FOR SERVICES**

(Short Form)

Board of Trustees of the Nebraska State Colleges  
Chadron State, Peru State, and Wayne State Colleges

This Contract is made by and between the Board of Trustees of the Nebraska State Colleges doing business as Wayne State College (the "College"), and Clark Creative Group, a marketing firm (the "Contractor").

The parties agree that the Contractor will perform the following work for the College as described herein in exchange for the financial consideration set forth below.

Note: The Contractor shall be an independent contractor and not a College employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act, minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, any Nebraska revenue and taxation law, Nebraska workers' compensation law and Nebraska unemployment insurance law.

### **Contract Terms.**

#### ***Description of Services***

Contractor shall provide advertising placement and monitoring services for radio, television, and digital platforms. Advertising services are detailed in Exhibit A (attached to and made a part of this Contract). Exhibit A shows total advertising services planned for undergraduate and graduate program marketing on radio, television, and digital platforms for 2021-22.

#### ***Payment Amount***

Total compensation not to exceed \$355,000.00 to be paid as detailed in the Payment Terms section.

#### ***Payment Terms***

College will make monthly payments upon receipt of invoices based on actual advertisements placed. Along with each invoice, Contractor shall provide flight details for completed television and radio advertising, which includes but is not limited to station, date, time, duration, and total cost of ads aired during that invoice period; and Contractor shall provide number of impressions delivered during the designated invoice period across each digital platform.

#### ***Dates for Service Commencement and Completion***

August 30, 2021 to May 13, 2022.

#### **New Employee Work Eligibility Status. One box below must be selected and marked.**

- Employee Work Eligibility Status. The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of

the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

- The Contractor is an individual or sole proprietorship. The Contractor must complete the “United States Citizenship Attestation Form,” available on the Department of Administrative Services website at: <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf> . If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide US Citizenship and Immigration Services (USCIS) documentation required to verify the Contractor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. *The attestation form and USCIS documents (if applicable) must be attached to the Contract.*

The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**Prompt Payment Act.** In the event any amount due under this Contract remains unpaid for forty-five (45) days after the due date, the unpaid amount shall bear interest from the 31st day after the due date at the rate specified in the Prompt Payment Act, Neb. Rev. Stat. §§81-2401 to 81-2408.

**Non-Discrimination.** The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §§48-1101 to 48-1125, as amended, and Board Policy 5000 in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, disability, sex, sexual orientation, or gender identity. This provision shall include, but not be limited to employment, promotion, demotion, transfer, recruitment, layoff, termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under this Contract.

**ADA & Drug-Free Workplace Requirements.** All provisions of this Contract are subject to the Americans with Disabilities Act (ADA). Further, the Contractor certifies that the Contractor operates a drug-free workplace and, during the term of this Contract, will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.

**Technology Access.** All contracts, that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, shall comply with the Nebraska Technology Access Standards adopted pursuant to Neb. Rev. Stat. §73-205. These Standards are available for viewing on the Web at <http://nitc.ne.gov/standards/2-201.html>, and are incorporated into this Contract as if fully set forth herein.

**Confidentiality.** Contractor acknowledges that performance under the terms of this Contract may involve receipt of user data from the College. Contractor will utilize user data from the College only in the furtherance of this Contract. Contractor will notify College within twenty-four (24) hours of becoming aware of any data breach of its systems which expose confidential College user data. Contractor will reimburse the College for any and all expenses incurred by the College as a result of a data breach of Contractor’s systems.

If the user data consists of confidential student information protected by The Family Educational Rights and Privacy Act (FERPA) the Contractor agrees and acknowledges that Contractor is acting as an officer of the College for the purposes of this Contract as defined by Nebraska State College Board Policy 3650 (at the time of this writing available at : <https://www.nscs.edu/policy-manual/detail/39-3650-student%20records>) and will take necessary steps to safeguard the confidential student information.

The Contractor further acknowledges the obligation and agrees to comply with the General Data Protection Regulation (GDPR) privacy laws in regard to the collection, processing, storage, security, management, transfer and erasure of user data.

**Designated College Representative.** The designated College representative for purposes of monitoring and oversight of this Contract is:

Jay Collier

Typed or Printed Name

402-375-7325

Telephone

jacolli1@wsc.edu

Email Address

**Signatures:**

**CONTRACTOR**

Signature

Date

President

Title

Melanie Clark

Printed Name

**COLLEGE**

Signature

Date

President

Title

Marysz Rames

Printed Name

**SYSTEM OFFICE**

Signature

Date

Chancellor

Title

Paul Turman

Printed Name

**Recruitment Flight Dates:** 8/30/21-12/17/21; 1/17/22-5/13/22  
\*Placement may be flighted within overall flight dates

**Demographics** Parents/Community (general undergraduate recruitment) Age 35-64  
Teens/Traditional (general undergraduate recruitment) Age 16-19  
Graduate Program recruitment Age 25-34

Television Budget:	\$120,000
Radio Budget:	\$ 63,000
Digital Budget:	\$135,000
Transfer Message Budget:	\$ 15,000
Graduate Program Budget:	\$ 22,000
<b>Total Campaign Budget:</b>	<b>\$355,000</b>

**College reserves the right to reallocate services between individual budgets within the total Budgeted amount to adjust to the marketplace as needed by way of written notice to Contractor.**

**Television-general undergraduate recruitment**

- Markets: Omaha, Lincoln, Sioux City, Sioux Falls DMA Markets
  - :30 or :15 Commercial
  - Target Age 35-64; Teens 16-19

**TOTAL TELEVISION: \$120,000**

**Radio-general undergraduate recruitment**

- Markets: Omaha, Lincoln, Sioux City, Sioux Falls
  - :30 Commercial
  - Target Age 35-64; Teens 16-19

**TOTAL RADIO: \$63,000**

**Digital-general undergraduate recruitment**

**Digital Ads to Reach Prospective Students:**

**Demo Target: Age 16-19**

**Geography: Omaha, Sioux City, Sioux Falls, Lincoln, Des Moines DMA**

- Digital Audio
- Advanced TV

- Programmatic Display/Video
- Social: Instagram/Snapchat
- YouTube (Age 18-24)

**Digital Ads to Reach Parents/Influencers:**

**Demo Target: Age 35-54**

**Geography: Omaha, Sioux City, Sioux Falls, Lincoln, Des Moines DMA**

- Digital Audio
- Advanced TV
- Programmatic Display/Video
- Social: Facebook/Instagram
- Pandora

**TOTAL DIGITAL: \$135,000**

**Transfer Recruitment**

- Markets: Omaha, Sioux City (Includes Norfolk, Columbus, West Point, Grand Island)
  - Digital Display (Search Retargeting and Geofencing Tactics)
  - Target Age 18-34
- Programmatic display targeting potential transfer students utilizing geofencing and search retargeting to target users who have searched a particular set of keywords related to transferring and undergraduate degree programs.

**TOTAL TRANSFER PROGRAM: \$15,000**

**Graduate Program Recruitment**

- Markets: Omaha, Lincoln, Sioux City (Includes Norfolk, Columbus, West Point, Grand Island)
  - Digital Display (Search Retargeting Tactic)
  - Target Age 25-34
- Programmatic display targeting potential graduate program students utilizing search retargeting to target users who have searched a particular set of keywords related to graduate studies.
- Television campaign with Nebraska Public Television

**TOTAL GRADUATE PROGRAM: \$22,000**