



NEW HAVEN PUBLIC SCHOOLS
AGREEMENT COVER SHEET

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Please Type

Contractor full name: Hearst Communication, Inc.

Doing Business As, if applicable: Hearst Media Services Connecticut, LLC

Business Address: 301 Merritt 7, Suite 1, Norwalk, CT 06851

Business Phone: 203-842-2500

Business email: Caroline.b.stein@hearstmediact.com

Funding Source & Acct # including location code: Magnet School Assistance C/O
2517-6262 – 56694-0066

Principal or Supervisor: Cari Strand

Agreement Effective Dates: From 11/15/2022 to 04/01/2023.

Hourly rate or per session rate or per day rate.

Total amount: \$9,454.00

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

This will be our 3rd year working with Hearst Media Services CT, LLC, in creating engaging and effective social media and digital marketing campaigns in order to spread awareness about HSC's theme and highlights. Services provided will be Facebook and Instagram campaigns in November – March, Spotify advertising from November – March to targeted audience of parents in the surrounding areas.

Submitted by: Cari Strand Phone: 475-220-6200



NEW HAVEN PUBLIC SCHOOLS

Memorandum

To: New Haven Board of Education Finance and Operations Committee
From: Cari Strand, Building Leader at High School in the Community (HSC)
Date: 18 October 2022
Re: MSAP-funded Agreement with Hearts Media Services Connecticut, LLC

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:** Hearst Media Services Connecticut, LLC
2. **Description of Service:** Digital Marketing and Consulting
3. **Amount** of Agreement and hourly or session cost: \$9,454.00 total
4. **Funding Source** and account number: Magnet School Assistance C/O 2517-6262 – 56694-0066
5. Approximate number of staff served through this program or service: n/a
6. Approximate number of students served through this program or service: n/a
7. **Continuation/renewal or new Agreement?**
Answer all questions:
 - a. If continuation/renewal, has the cost increased? If yes, by how much?
 - i. Cost has decreased based on carryover funds available
 - b. What would an alternative contractor cost:
 - i. There are no alternative contractors in CT
 - c. If this is a continuation, when was the last time alternative quotes were requested?
 - i. N/A
 - d. For new or continuation: is this a service existing staff could provide. If no, why not?
 - i. None of our certified teachers is qualified to conduct this service.
8. **Type of Service:**
Answer all questions:
 - a. Professional Development?
 - i. No
 - ii. If this is a professional

- iii. development program, can the service be provided by existing staff? If no, why not? No one is qualified to conduct this service
- b. After School or Extended Hours Program?
 - i. No
- c. School Readiness or Head Start Programs?
 - i. No
- d. Other: (Please describe)
 - i. This is a social media and marketing firm. Our aim, through working with them is to decrease our racial isolation numbers, increase enrollment and retention through targeted and calculated messaging on social media and Spotify.

9. Contractor Classification:

Answer all questions:

- a. Is the Contractor a Minority or Women Owned Business?
 - i. No
- b. Is the Contractor Local?
 - i. Yes
- c. Is the Contractor a Not-for-Profit Organization? If yes, is it local or national?
 - i. No
- d. Is the Contractor a public corporation?
 - i. No
- e. Is this a renewal/continuation Agreement or a new service?
 - i. Continuation
- f. If it is a renewal/continuation has cost increased? If yes, by how much?
 - i. No
- g. Will the output of this Agreement contribute to building internal capabilities? If yes, please explain:
 - i. This partnership will increase targeted audience awareness of HSC's theme and curriculum in order to decrease racial isolation and gain attraction and enrollment of students who want to come to HSC.

10. Contractor Selection: In this section, please describe the selection process, including other sources considered and the rationale for selecting the contractor. Please answer all questions:

- a. What specific skill set does this contractor bring to the project? Please attach a copy of the contractor's resume if an individual or link to contractor website if a company:
 - i. <https://www.hearst.com/newspapers/hearst-connecticut-media-group>
- b. How was the Contractor selected? Quotes, RFP/RFQ, Sealed Bid or Sole Source designation from the City of New Haven Purchasing Department?
 - i. Sole Source
- c. Is the contractor the lowest bidder? If no, why? Why was this contractor selected?
 - i. Hearst Media is the only contractor in CT who does this work.
- d. Who were the members of the selection committee that scored bid applications?
 - i. N/A

- e. If the contractor is Sole Source, please attach a copy of the Sole Source designation letter from the City of New Haven Purchasing Department.

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?
 - i. Our aim is to increase diversity, enrollment, and retention of suburban students. See PDF attached indicating the effectiveness of their work.
 - b. If this is a **renewal/continuation service** attach a copy of the evaluation or archival data that demonstrates effectiveness.
 - i. See PDF attached
 - c. How is this service aligned to the District Continuous Improvement Plan?
 - i. This service aligns with the district commitment to equity and excellence, as well as college and career readiness. Magnet schools were created because diversity supports equity and better prepares students for success in a global community.
12. Why do you believe this Agreement is fiscally sound?
- a. Hearst Media Services Connecticut, LLC has 135 years of experience in storytelling, building community, and disseminating information to targeted audiences. As a magnet school, we are tasked with ensuring we are decreasing racial isolation in CT and require services like HEARST offers in order to ensure that all of CT residents know about our school, so they can make more informed choices about where to send their students for high school.
13. What are the implications of not approving this Agreement?
- a. We are unlikely to meet our racial isolation goals without sharing our message with a broad audience.



NEW HAVEN PUBLIC SCHOOLS

AGREEMENT
By And Between
The New Haven Board of Education
AND

Hearst Media Services Connecticut, LLC

FOR DEPARTMENT/PROGRAM:

High School in the Community (HSC)

This Agreement entered into on the 18 day of October 2022, effective (*no sooner than the day after Board of Education Approval*), the 11 day of November, 2022, by and between the New Haven Board of Education (herein referred to as the “Board” and, Hearst Media Services Connecticut, LLC located at, 301 Merritt 7, Suite 1, Norwalk, CT 06851 (herein referred to as the “Contractor”).

Compensation: The Board shall pay the contractor for satisfactory performance of services required the amount of \$9,454.00 for a total of 5 months of advertising services.

The maximum amount the contractor shall be paid under this agreement: Nine-thousand four-hundred and fifty-four dollars (\$ 9,454.00). 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 School Assistance Program of the New Haven Board of Education, **Account Number:** 2517 -6262-56694 **Location Code:** 0066.

This agreement shall remain in effect from 15 November 2022 to 31 March 2023.

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

This will be our 3rd year working with Hearst Media Services CT, LLC, in creating engaging and effective social media and digital marketing campaigns in order to spread awareness about HSC’s theme and highlights. Services provided will be Facebook and Instagram campaigns in November – March, Spotify advertising from November – March to targeted audience of parents in the surrounding areas.

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

10/7/22

Date

Date

Caroline Stein Senior Account Executive

Contractor Printed Name & Title @Hearst

| PRODUCT | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | OCT | NOV | DEC |
|--|---------|---------|------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Streaming Audio | \$1,000 | \$1,000 | \$1,000.00 | | | | | | | | | |
| Sponsored Content (1,000 guaranteed engagements) | \$3,200 | | | | | | | | | | | |
| Facebook & Instagram | \$1,200 | \$1,000 | \$1,054 | | | | | | | | | |
| | \$5,400 | \$2,000 | \$2,054 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

INVESTMENT: \$9,454.00



NEW HAVEN PUBLIC SCHOOLS Once again, I'm noticing that the option for "Counselor View" (not "Counselor Screen") has been coming and going in my PowerSchool account. It's an option that I consult regularly, and I'm wondering if there's a settings issue that can be resolved so that I have access consistently. I first reported this issue last March (see below), and it seemed to be fixed but has now become a problem again.

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.

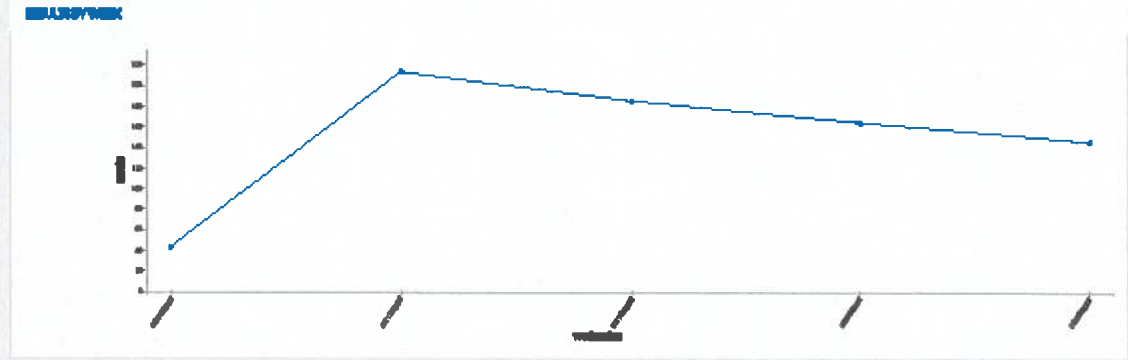
7. Student data shall not be retained or available to the Contractor upon expiration of the contract between the Contractor and Board, except a student, parent or legal guardian of a student may choose independently to establish or maintain an electronic account with the Contractor after the expiration 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.

Social Media Advertising

High School for Community Prof'l - 00000
 Viewing ads for 02/04/2022 - 02/04/2022
 Data available from 01/23/2021

Summary

| | | | | |
|--------------------|------------------------|------------------------------|------------------------------|---------------------------|
| Reach 7M | Clicks 1,382 | Daily Reach 52,469 | Impressions 61,389 | Engagements 817 |
|--------------------|------------------------|------------------------------|------------------------------|---------------------------|



PERFORMANCE BY CAMPAIGN

| Campaign Name | Results | Objective | Clicks | Reach | Impressions | CTR | Engagements |
|--------------------|---------|------------|--------|--------|-------------|-------|-------------|
| Traffic - Feb 2022 | 756 | LinkClicks | 1,382 | 52,469 | 61,389 | 2.25% | 817 |
| Traffic - Feb 2022 | 0 | LinkClicks | 1 | 104 | 104 | 0.96% | 1 |

PERFORMANCE BY AD

| Ad Name | Results | Clicks | Reach | Impressions | CTR | Engagements |
|--|---------|--------|--------|-------------|-------|-------------|
| 02/03/2022 LinkClicks 22850101413610404 Ad 1 | 756 | 1,382 | 52,469 | 61,389 | 2.25% | 817 |
| 02/04/2022 LinkClicks 22850101413610404 Ad 1 | 0 | 1 | 104 | 104 | 0.96% | 1 |

