

November 17, 2004

**APPROVE ENTERING INTO AN AGREEMENT WITH WEIGEL BROADCASTING COMPANY
TO AIR TELECASTS OF CHICAGO PUBLIC SCHOOLS' BASKETBALL GAMES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Weigel Broadcasting Co. ("Weigel") to air telecasts of various Chicago Public Schools' ("CPS") basketball games (the "Games"). CPS selected Weigel because it is in a unique situation to air and market the Games and will broadcast the Games at no cost to the Board. A written agreement with Weigel is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 90 days of the date of this Board Report. Information pertinent to this agreement is stated below.

CONSULTANT: Weigel Broadcasting Co.
26 N. Halsted
Chicago, IL 60661
312-705-2600
Fred Weintraub – Station Manager
Vendor #31724

USER: Department of Sports Administration("DSA")
125 S. Clark, 4th Floor
773-553-3793
Stephen Wilkins/Calvin Davis

TERM: The term of this agreement shall commence on January 1, 2005 and shall end June 30, 2005.

SCOPE OF PROGRAM: Weigel shall produce and broadcast The CPS Game of The Week during the 2004-2005 basketball season. Depending on sponsorship interests, the Games will consist of 10 televised events. Both Weigel and DSA will work "jointly" to sell "targeted" sponsors for the "CPS Game of The Week" broadcasts including, but not limited to : Robert Morris College, Ariel Mutual Funds, Calamos Investments, McDonalds, Chevrolet, Father's Right's (law firm) U.S. Cellular and Nike the previous sponsors of similar Games. The DSA plan is to cover one Girls' Championship Game, 8 Boys' basketball games and the Boys' Championship Game. In the event Weigel and CPS are unable to secure sponsorship sales for one or more of the Games that Game may be switched with another Game without regard to gender. The number of Games broadcast may be adjusted based on the revenues generated. . The Games schedule (teams, match-ups, dates and times) shall be mutually determined by the Board and Weigel . Weigel will grant CPS the right to re-broadcast on Municipal Channel 49 at an agreed upon time. Any re-broadcast of the Games without the express written consent of Weigel is prohibited.

DESCRIPTION OF WEIGEL'S PARTICIPATION:

1. Production: Weigel Broadcasting will be responsible for producing the Games as follows:

- Use of 4 cameras, create a graphics package for all Games, including the opening , closing, billboards, and bumpers leading into commercial breaks.
- Create a sponsored graphics package to sell to advertisers, including, if sold, instant replay of the game, play of the game, player of the game, slam dunk of the game, and half-time statistics.
- Hire a free lance play-by-play announcer and a color commentator.

2. Distribution: The Games will be telecast on WFBT, Channel 23, with the exception of the Boys' City Championship Game which will be broadcast on WCIU, Channel 26.

3. Program Promotion: Weigel will promote the program on WFBT, Channel 23 and WCIU, Channel 26. In addition Weigel will place print ads in The Chicago Sun-Times announcing the Games. CPS will provide additional promotional support within the school system including press releases, CPS publications and other internal communications.

4. Sponsorship Sales: Weigel will manage sponsorship sales and fulfillment. Advertising opportunities will include:

- (1) Thirty-second commercial spots;
- (2) Opening, middle and, or closing billboards;
- (3) Graphic sponsored segments;
- (4) Television visible signage at the event; and
- (5) Graphic identification in TV, and print promotions.
- (6) On location and in school signage

5. Restricted Sponsors: Sponsorship sales may not be offered to nor secured from non-family friendly nor non-child friendly sponsors. (i.e. sponsors who are materially involved in the alcohol, sex, tobacco, or fire arms industries) The Board retains the right to approve all sponsors. Such approval shall not be unreasonably withheld.

DESCRIPTION OF BOARD'S PARTICIPATION:

1. Game Staging: The Board will be fully responsible for organizing and managing elements of those basketball games selected for the Games as follows:

- (1) Commitment from teams to participate;
- (2) Securing venues and all costs associated with the staging of the games.
- (3) Hiring event staff including referees, security, game operations, etc; and
- (4) Managing ticket sales.

2. Access to Board Property: The Board will provide Weigel and its production crew with reasonable access to CPS schools, gymnasiums as well as additional venues used by the Board for Games.

OUTCOMES: Weigel will produce and televise programs consisting of 10 basketball games. The Games will highlight CPS student basketball players and support the mission of CPS.

REVENUE SHARING: The revenue generated from the games shall be used to pay for expenses related to Game telecasts, including all production expenses. Any revenue, in excess of these expenses will be equally divided between Weigel Broadcasting and the Board.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written agreement. Authorize the President and Secretary to execute the agreement.

AFFIRMATIVE ACTION: Not applicable.

LSC REVIEW: Not applicable.

FINANCIAL: No cost to the Board.

GENERAL CONDITIONS:

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

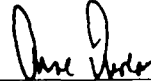
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

Approved for Consideration:



Dr. Barbara Eason-Watkins
Chief Education Officer

Approved:



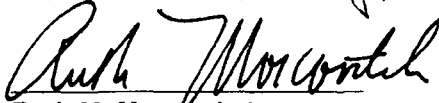
Arne Duncan
Chief Executive Officer

Within Appropriation:



John Maiorca
Chief Financial Officer

Approved as to legal form:



Ruth M. Moscovitch
General Counsel