

**APPROVE ENTERING INTO A PARTICIPATION AGREEMENT WITH PARAGON MARKETING GROUP, LLC TO PROVIDE TELECASTS OF THE CHICAGO PUBLIC SCHOOLS BASKETBALL GAMES**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into a participation agreement with Paragon Marketing Group, LLC air telecasts of the Chicago Public Schools ("CPS") basketball games, or the Game of the Week program ("Program"). Paragon Marketing Group, LLC was selected to provide this Program as they are in a unique situation to air and help market Program and have offered to do so at no cost to the Board. A written agreement for this Program is currently being negotiated. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

**PARTICIPATING PARTIES:**

The Board of Education of the City of Chicago  
Office of Communications  
125 South Clark Street  
Chicago, Illinois 60603  
Phone: (773) 553-1620  
Contact: Keith Bromery

Paragon Marketing Group, LLC  
8800 Bronx Avenue, Suite 100  
Skokie, Illinois 60077  
Attn: David Brenner, President Paragon Marketing Group, LLC, Inc.

**TERM:** The Agreement shall commence on January 1, 2002 and shall continue through June 30, 2004 ("Term"), unless terminated sooner as provided herein. Upon expiration of the term Agreement, the parties shall have the option to renew the Agreement for a period of one year.

**EARLY TERMINATION:** The parties shall have the right to terminate this Agreement in whole or in part for cause, and by giving thirty (30) days written notice to the other.

**PROGRAMMING DESCRIPTION:**

Paragon Marketing Group, LLC shall be in charge of production of the Game of the Week Program ("Program"). During the 2002-2003, school year the Program shall air approximately three times, or shall air telecasts of the Chicago Public Schools ("CPS") semi-finals basketball games. During the 2002-2003 school year, the Program shall air weekly telecasts of CPS basketball competitions. The 2002-2003 school year program telecasts shall be divided between female and male basketball game coverage at a ratio of 1:5. In the event that Paragon Marketing Group, LLC is unable to secure sponsorship sales for a female or male basketball events, the scheduled game/event may be switched with a game/event of the opposite gender without regard to the ratio. The Program schedule (teams, match-ups, dates and times) shall be mutually determined by the Board and Paragon Marketing Group, LLC in conjunction with the host television network.

**DESCRIPTION OF PARAGON PARTICIPATION:**

Distribution: The Program shall be telecast on a television network of Paragon Marketing Group, LLC choosing with the goal to receive a maximum amount for sponsorship sales. Paragon Marketing Group, LLC will make reasonable efforts to secure television distribution for the Program with one of the following: (i) local network affiliates, (ii) independent over-the-air stations and (iii) cable networks.

Promotion of program: Paragon Marketing Group, LLC will work with selected television network as well as investigate local radio and newspapers to provide maximum possibilities for promotion of the Program.

**Sponsorship Sales:** Paragon Marketing Group, LLC will manage sponsorship sales and fulfillment of the Program. It is estimated that sponsorship will consist of:

- (1) Two (2) thirty second commercials in each telecast
- (2) Opening, Middle or Closing Billboard in each telecast
- (3) Graphic sponsored segment in each telecast
- (4) Television visible signage at the event
- (5) Verbal and/or graphic identification in radio and print promotion
- (6) In-school promotion via posters, flyers and P.A. announcements
- (7) Sponsor on-air interview

**Restrictions:** Sponsorship sales may not be offered to or secured from non-family friendly or non-child friendly sponsors (i.e., alcohol, sex industry, tobacco, etc.) The Board shall retain the right to final approval on all sponsors. Such Approval shall not be unreasonably withheld.

**Production, Distribution and Sponsorship Costs:** Paragon Marketing Group, LLC will provide all production services and incur all costs associated with the production and distribution of Program. Paragon Marketing Group, LLC will also incur all associated costs with sponsorship sales.

#### **DESCRIPTION OF BOARD PARTICIPATION:**

**Game Staging:** Board will be fully responsible for organizing and managing all elements of those basketball games selected for telecasting, as well as the cost associated therewith. This includes, but not limited to, the following:

- (1) Commitment from teams to participate; and
- (2) Secure venues; and
- (3) Hiring event staff including: referees, security, game operations, etc; and
- (4) Managing ticket sales

**Access to Board Property:** The board will provide Paragon Marketing Group, LLC and its production and marketing crews with reasonable access to CPS schools, gymnasiums and additional basketball venues used by the Board for the sole purpose of production of Program telecasts.

**BOARD'S FINANCIAL CONTRIBUTION:** Board shall be responsible for the overtime pay for all teachers working in conjunction with the Program.

**OUTCOMES:** The anticipated outcome of the Program is to provide coverage and promotion for CPS student basketball players and shall align with the mission of the Chicago Public Schools to its students and children.

**AUTHORIZATION:** Authorize the President and Secretary to execute any agreement necessary for this Program.

**AFFIRMATIVE ACTION:** Not applicable.

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**FINANCIAL:** No cost to the Board. Paragon and Board shall equally divide (50/50) any profit return from sponsorship of the Program.

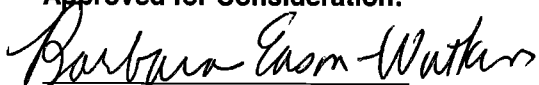
**GENERAL CONDITIONS:**

Inspector General – Each party to any 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 – Any 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.

Ethics – The Board’s Ethics Code adopted September 27, 1995 (95-0927-RU3), as amended from time to time, shall be incorporated into and made a part of any agreement.

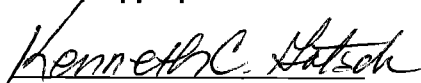
**Approved for Consideration:**

  
Barbara Eason-Watkins  
Chief Education Officer

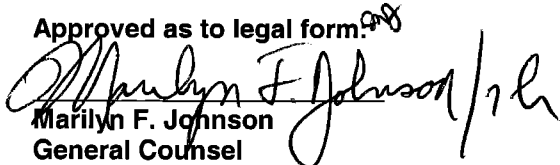
**Approved:**

  
Arne Duncan *py PAD*  
Chief Executive Officer

**Within Appropriation:**

  
Kenneth C. Gotsch  
Chief Fiscal Officer

**Approved as to legal form:** *ans*

  
Marilyn F. Johnson  
General Counsel