

**APPROVE ENTERING INTO AN AGREEMENT WITH SWELL PICTURES, INC. d/b/a S2
FOR EDUCATIONAL TELEVISION PRODUCTION SERVICES**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into an agreement with Swell Pictures, Inc, d/b/a ("S2") to provide Educational Television Production Services to the Communications Department at a cost not to exceed \$189,078.90. S2 was selected on a competitive basis pursuant to a duly advertised Request for Proposal (specification # 05-2500 50). A written agreement for S2's services is currently being negotiated. No services shall be provided by S2 and no payment shall be made to S2 prior to the execution of the written agreement. 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.

SUPPLIER: Swell Pictures, Inc. d/b/a S2
455 N Cityfront Plaza Dr., 18th Floor
Chicago, IL 60611
Contact Person, Julie Hudgins
Phone: 312-464-8000
Vendor # 42477

USER: Communications Department
125 S. Clark St
Chicago, IL 60603
Contact Person: Robert P. Fox
Phone: 773-553-1619

Commodity Manager: Lee Saulter

TERM: The term of this agreement shall be from date of execution until June 30, 2006. The agreement will have two (2) options to renew for periods of twelve (12) months each. Compensation for an option period shall not exceed \$575,465.00.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate this agreement with 30 days written notice.

SCOPE OF SERVICES:

S2 will produce a bi-weekly half hour (magazine type) program to highlight the current events in Chicago Public Schools. (Magazine Type – Multiple Stories per show, possibly with on camera host or Narration V/O. Similar to 20/20, 48 hours or Entertainment Tonight). This television show will air a new episode every two (2) weeks during the school year and is designed to educate, inform and entertain the public. The television show should have 4-5 segments per episode. S2 will work in conjunction with the TV department in the Office of Communications at Chicago Public Schools to develop segments and show format. Creative supervision will be provided by the Senior TV Producer (Office of Communications) who will act as Executive Producer. The program is expected to air its first episode in early 2006 and will air every two weeks until completion of the school year. This will include six (6) original programs and one (1) end of year (wrap up) program. The end of the year program will utilize segments from the prior six (6) programs.

DELIVERABLES: An original half hour program produced every two weeks, beginning four (4) weeks following contract signing. A total of seven (7) programs will be produced. Two (2) BetaCam tapes will be processed for each program, in addition to a BetaCam copy of individual segment breakouts with time slot tags through June 30, 2006. If an option is exercised, a total of seven (21) programs will be produced for each option period. Two (2) BetaCam tapes will be processed for each program, in addition to a BetaCam copy of individual segment breakouts with time slot tags through the end of the option period.

OUTCOMES: The purpose of the show is to educate, inform and entertain the public. The target audiences are students, parents, CPS staff and the public. Other goals of the program include increasing public awareness of CPS initiatives, building CPS pride and increase awareness (of students and parents) of educational opportunities within CPS.

COMPENSATION: S2 shall be compensated in the amount of \$28, 012.15 per show for the first six (6) shows. Payment for the seventh (7th) show will be \$14,006.00. In addition, graphics and music (to be used for all seven (7) shows) will be paid in one time payments of \$2,000.00 and \$5,000.00 respectively. The total payments will not exceed \$189,078.90 during the term of the contract. If an option is exercised, S2 shall be compensated in the amount of \$27, 730.00 per show for the first twenty (20) shows. Payment for the twenty-first (21st) show will be \$14,006.00. In addition, graphics and music (to be used for all twenty-one (21) shows) will be paid in one time payments of \$2,000.00 and \$5,000.00 respectively.

REIMBURSABLE EXPENSES: The total compensation amount reflected herein is inclusive of all reimbursable expenses.

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. Authorize the Press Secretary to execute all ancillary documents required to administer or effectuate this agreement.

AFFIRMATIVE ACTION: The M/WBE goals for this contract include: 26% total MBE and 5% total WBE.

However, the Waiver Review Committee recommends that a partial waiver of the M/WBE participation goals for this contract as required by the Revised Remedial Plan be granted because the contract is of critical need.

The vendor has identified and scheduled the following firms and percentages:

Total WBE – 10%

Julie Hill
1340 W. Arthur Ave.
Chicago, Illinois 60626
Awarded 10%

independent consultant

Vendor has committed to the scheduling of an MBE for this contract, and will provide the appropriate forms to the Office of Business Diversity once received. Consideration for a renewal may not be given if the vendor fails to identify an MBE prior to the end of the contract term.

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

FINANCIAL: Charge to Office of Communications: \$189,078.90
Budget Classification: 10510-115-54125 -221210-000000
Requisition Number:

Fiscal Year: 2006
Source of Funds: Local

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:



**Heather A. Obora
Chief Purchasing Officer**

Approved:



**Arne Duncan
Chief Executive Officer**

Within Appropriation:



**John Maiorca
Chief Financial Officer**

Approved as to legal form:



**Patrick J. Rocks
General Counsel**