

**AMEND BOARD REPORT 05-0928-PR11**  
**APPROVE ENTERING INTO AN AGREEMENT WITH CLEAR CHANNEL RADIO/WGCI  
 FOR A RADIO MARKETING INITIATIVE AND RELATED SERVICES**

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

Approve entering into an agreement with Clear Channel Radio/WGCI to provide a radio marketing initiative and related services to encourage CPS students to attend school every day at a cost not to exceed ~~\$400,000.00~~ \$200,000.00. Clear Channel Radio was selected on a competitive basis pursuant to Board Rule 5-4.1. A written agreement for services is currently being negotiated. No services shall be provided by Clear Channel Radio and no payment shall be made to Clear Channel Radio 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.

This amendment is necessary to i) increase the not to exceed amount by \$100,000.00 because the initial amount only covers services for the 2005-2006 school year ii) to specify the services to be provided during the 2006-2007 school year and iii) to correct the budget classification. A written amendment to the agreement is required. No payment shall be made to consultant for these additional services prior to the execution of the amendment. The authority granted herein shall automatically rescind in the event a written amendment is not executed within 90 days of this amended Board Report.

<b>CONSULTANT:</b>	Clear Channel Radio/WGCI 233 North Michigan Avenue, 28 <sup>th</sup> Floor Chicago, Illinois 60601 Contact Person: Carlin Tools Phone: (312) 540-2373 Vendor #39018	<b>User:</b> All Chicago Public Schools 125 South Clark Chicago, Illinois 60603 Contact Person: Joi Mecks Phone: (7773)553-1620
--------------------	--	---

**TERM:** The term of this agreement shall commence on October 1, 2005 and shall end August 31, 2007. This agreement shall have 3 options to renew for periods of one year each.

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

**SCOPE OF SERVICES:** Clear Channel Radio will provide a radio marketing initiative, including a series of incentives and on-air promotions.

**DELIVERABLES:** Each school year, Clear Channel Radio will provide 20 five second feature sponsorships and 35 thirty second promotional announcements monthly and will obtain mutually agreed upon third party sponsorships. The Board shall receive a minimum fee of 10% of the investment of the sponsorship. Clear Channel Radio will host school events such as homecoming dances and football games, secure radio personalities and recording artists to visit schools, pay families' rent or mortgage and designate a daily news segment for attendance. During the 2006-2007 school year, Clear Channel Radio will provide Amtrak vacations, a shopping spree, movie passes, and auto show tickets.

**BOARD'S PARTICIPATION:** The Board will provide on-site space at events for sponsors for signage and booths and sponsorship opportunities for CPS public announcement messages. The Board shall have discretion to approve all sponsorships, promotions, prizes and incentives.

**OUTCOMES:** Clear Channel Radio's services will result in improved attendance and a more informed student body.

**COMPENSATION:** Clear Channel Radio shall be paid at the rates and times as specified in the agreement; total compensation not to exceed ~~\$400,000.00~~ \$200,000.00.

**REIMBURSABLE EXPENSES:** None

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreement and amendment. Authorize the President and Secretary to execute the agreement and amendment. Authorize the Press Secretary to execute all ancillary documents required to administer or effectuate this agreement.

**AFFIRMATIVE ACTION:** Pursuant to section 3.7 of the Revised Remedial Plan for Minority and Women and Business Enterprise Contract Participation (M/WBE Plan) this contract is exempt from review because services provided classify as a unique transaction.

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

**FINANCIAL:** Charge to Office of Communications ~~\$100,000~~ \$200,000 Fiscal Year: 2006  
Budget Classification: 0180-210-000-3052-5410 Source of Funds: Education 210

**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.

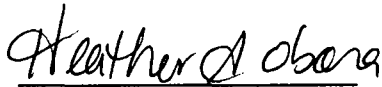
Indebtedness – The Board’s Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

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.

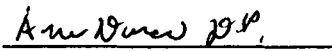
Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

**Approved for Consideration:**

**Approved:**



Heather A. Obora  
Chief Purchasing Officer



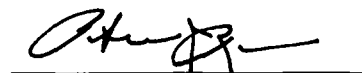
Arne Duncan  
Chief Executive Officer

**Within Appropriation:**



John Maiorca  
Chief Financial Officer

Approved as to legal form 



Patrick J. Rocks  
General Counsel